

Attendance Sheets

District	Last Name	Present	Absent	Present/Late
District 14 - Town of Wappinger	Amparo		✓	
District 4 - Town of Hyde Park	Black	✓		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	✓		
District 3 - Town of LaGrange	Borchert	✓		
District 8 - City and Town of Poughkeepsie	Brendli	✓		
District 22 - Towns of Beekman and Union Vale	Coviello	✓		
District 6 - Town of Poughkeepsie	Flesland	✓		
District 16 - Town of Fishkill and City of Beacon	Forman	✓		
District 21 - Town of East Fishkill	Horton	✓		
District 15 - Town of Wappinger	Incoronato	✓		
District 10 - City of Poughkeepsie	Jeter-Jackson	✓		
District 18 - City of Beacon and Town of Fishkill	Landisi	✓		
District 12 - Town of East Fishkill	Metzger	✓		
District 17 - Town and Village of Fishkill	Miccio	✓		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		✓	✓
District 9 - City of Poughkeepsie	Rieser	✓		
District 5 - Town of Poughkeepsie	Roman	✓		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	✓		
District 20 - Town of Red Hook	Strawinski	✓		
District 24 - Towns of Dover and Union Vale	Surman	✓		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	✓		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	✓		
District 11 - Towns of Rhinebeck and Clinton	Tyner	✓		
District 1 - Town of Poughkeepsie	VACANT			
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	✓		
Present:	<u>22</u>	Total:	<u>22</u>	<u>2</u>
Absent:	<u>2</u>			<u>1</u>
Vacant:	<u>1</u>			

Date: 06/12/2017

Regular Meeting
of the
Dutchess County Legislature

Monday, June 12, 2017

The Clerk of Legislature called the meeting to order at 7:00 p.m.

Roll Call by the Clerk of the Legislature

PRESENT:	22	Borchert, Bolner, Strawinski, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Miccio, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Tyner, Washburn
ABSENT:	1	Amparo
PRESENT, LATE:	1	Pulver
VACANT:	1	Nesbitt

Quorum Present.

Pledge of Allegiance to the Flag; invocation given by Father Kent Wilson of Immaculate Conception- Saint Patrick Parish, followed by a moment of silent meditation.

Proclamations, Commendations, and Presentations:

Commendation: Town of Red Hook Clean Energy Community

Commendation: Red Hook High School RoboRaiders

Commendation: Dwayne Joyner

Commendation: Eagle Scout Matthew Chu

Commendation: Eagle Scout Ryan Halson

Commendation: Eagle Scout Carson Deman

Presentations:

Presentation of Merit Award

The Chairman entertained a motion from the floor, duly seconded, to suspend the rules to allow the public to address the Legislature with respect to agenda items.

Helen Clausen, 60 Academy Street, Poughkeepsie, urged that Resolution No. 2017125 be tabled.

Sheila Drew, 66 Washington Street, Poughkeepsie, spoke in opposition to the county taking over the City of Poughkeepsie bus routes.

Darrett Roberts urged that Resolution No. 2017125 be tabled.

Dave Heller, Rhinebeck, spoke in opposition to the county taking over the City of Poughkeepsie bus routes.

Dina McGee, Poughkeepsie, spoke in opposition to the county taking over the City of Poughkeepsie bus routes.

Kevin Newman, City of Poughkeepsie, urged that Resolution No. 2017125 be tabled.

Carlton Douglas Jones, Poughkeepsie, spoke in opposition to the county taking over the City of Poughkeepsie bus routes.

Tom Price, City of Poughkeepsie, spoke in opposition to the county taking over the City of Poughkeepsie bus routes.

Laura Seinfeld, City of Poughkeepsie, spoke in opposition to the county taking over the City of Poughkeepsie bus routes.

Constantine Kazolias, City of Poughkeepsie, spoke in opposition to the county taking over the City of Poughkeepsie bus routes and urged the consolidation of all police departments within the county.

No one else wishing to be heard, the Chairman entertained a motion from the floor, duly seconded, to resume the regular order of business.

Chairman Borchert entertained a motion to approve the May 2017 minutes.

The May 2017 minutes were adopted.

Reports of standing committees, special committees, and liaisons to other committees and boards

No reports

COMMUNICATIONS RECEIVED FOR THE JUNE 2017 BOARD MEETING

Received from Budget Office Director, Jessica White, Contingency and Capital Reserve Account Status Reports, June 7 and May 4, 2017.

Received from Habitat for Humanity of Dutchess County, Invitation to The Dutchess Dragon Boat Race & Festival.

Received from Livingston Town Clerk, Notice of Public Hearing and Special Meeting to amend zoning law to prohibit new mines and mining in the LDR2 zone.

Received from Stabilization Center, Monthly & Cumulative Statistic Reports.

Received the following from County Clerk:

Mortgage Tax Detail Ledger, Mortgage Tax Report, Foreclosure Report, and Summary of Mortgage Tax Collection for May 2017, and

Foreclosure Statistics for May 2017

Received from Maria Fareri Children's Hospital, "Go the Distance" Walk and Family Fun Day flyer.

Received from Hudson Valley Regional Airport, 6th Annual Open House & Car Show announcement.

Received from New York State Department of Public Service, Factsheet and Public Hearing Announcement regarding proposed transfer between Consolidated Communications Holding Inc (CCH) and FairPoint Communications, Inc (FCI).

Received from Robert Dorn, Rhinebeck, NY, letter in favor of creating a Fossil-Fuel-Free Taskforce.

BUDGET, FINANCE, AND PERSONNEL

RESOLUTION NO. 2017110

RE: SETTING PUBLIC HEARING FOR DUTCHESS COMMUNITY COLLEGE
BUDGET FOR JULY 10, 2017

Legislators FLESLAND, BORCHERT, MICCIO, BOLNER, TRUITT, SAGLIANO,
METZGER, LANDISI and HORTON offer the following and move its adoption:

WHEREAS, Dutchess Community College will file with the Dutchess County
Legislature a Tentative Budget by July 1, 2017, for the academic year commencing September 1,
2017, and now, therefore be it

RESOLVED, that a Public Hearing on said Budget, as provided by statute, be held before
the Dutchess County Legislature in the Legislative Chambers, County Office Building, New
York at 7:00 PM on the 10th day of July 2017, and be it further

RESOLVED, that the Clerk of the County Legislature shall cause notice of said Public
Hearing in the following form to be published in the two official newspapers at least five days
between the first publication of such notice and the date specified for the hearing:

NOTICE OF PUBLIC HEARING ON TENTATIVE BUDGET

DUTCHESS COMMUNITY COLLEGE

NOTICE IS HEREBY GIVEN that the County Legislature of the County of Dutchess
will meet in the Legislative Chambers, County Office Building, Poughkeepsie, New York at 7:00
PM on the 10th day of July 2017, for the purpose of holding a Public Hearing on the Tentative
Budget of Dutchess Community College for the period of September 1, 2017 to August 31, 2018.

FURTHER NOTICE, is hereby given that the copies of said Budget are available at the
Office of the Clerk of the County Legislature, County Office Building, Poughkeepsie, New
York, where they may be examined or procured by interested parties during regular business
hours.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 6/20/2017

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with
the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same
is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Budget, Finance, and Personnel Committee Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total: 12 0
 Yes No
 Abstentions: 0

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23
 Absent: 1
 Vacant: 1

Resolution: ✓
 Motion:

Total: 23 0
 Yes No
 Abstentions: 0

2017110 SETTING PUBLIC HEARING FOR DUTCHESS COMMUNITY COLLEGE BUDGET FOR JULY 10, 2017

Date: June 12, 2017

RESOLUTION NO. 2017111

RE: MEMORIALIZATION URGING PASSAGE OF NEW YORK SENATE BILL S3984A AND NEW YORK ASSEMBLY BILL A6355 BY THE NEW YORK STATE LEGISLATURE

Legislators BORCHERT, BOLNER, SAGLIANO, FORMAN, PULVER, LANDISI, COVIELLO, AMPARO, INCORONATO, WASHBURN, STRAWINSKI, JETER-JACKSON, BRENDLI, RIESER, TRUITT, HORTON, METZGER and THOMES offer the following and move its adoption:

WHEREAS, the recent criminal charges filed by the U.S. Attorney and Attorney General relating to the way the Upstate Economic Development Programs have been managed are a troubling reminder that the lack of independent oversight for procurements creates an environment ripe for corruption, bid rigging and kick-backs; and

WHEREAS, the New York State Comptroller has proposed "The New York State Procurement Integrity Act" which has been introduced in the Senate and the Assembly; and

WHEREAS, the proposed Act is broad and far-reaching and applies to State Agencies and Public Authorities and SUNY educational institutions; and

WHEREAS, the purpose of this legislation is to enhance the integrity, transparency and accountability of the State's procurement process by:

A. restoring the State Comptroller's independent oversight of SUNY, CUNY and OGS centralized contracts that was removed in 2011 and 2012;

B. expanding the State Comptroller's oversight of the procurement process to include the contracts in excess of one million dollars awarded by the SUNY Research Foundation;

C. prohibiting state contracting through state-affiliated not-for-profit (NFP) entities unless explicitly authorized in law;

D. strengthening ethical requirements for state procurement officials and vendors and imposing penalties if these ethical requirements are violated;

E. standardizing the contracting process used for all state authorities spending state money by applying uniform procurement rules; and

F. increasing procurement transparency for vendors and the public at each stage of the process; now therefore, be it

RESOLVED, that the Dutchess County Legislature hereby urges the New York State Senate and Assembly to approve New York Senate Bill S3984A and Assembly Bill A6355; and be it further

RESOLVED, that a copy of this resolution be sent to New York State Governor Andrew M. Cuomo, New York State Comptroller Thomas P. DiNapoli, New York State Senators Sue Serino and Terrence Murphy and New York State Assembly Members Kevin A. Cahill, Frank Skartados, Kieran Michael Lalor and DiDi Barrett.

APPROVED

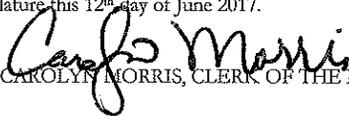
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/17

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

No Fiscal Impact

FISCAL IMPACT STATEMENT

APPROPRIATION RESOLUTIONS

Total Current Year Cost \$

Total Current Year Revenue \$
and Source:

Source of County Funds (check one): Existing Appropriations
Contingency
Transfer of Existing Appropriations
Additional Appropriations
Other (explain)

Identify Line Item (s):
Related Expenses:

Nature of Expenses:

Anticipated Savings to County:

Net county Cost (this year): \$

(over five years): \$

Additional comments:

If the legislation being memorialized in this resolution becomes law, it will not have an immediate or easily quantifiable fiscal impact on Dutchess County. However, if this bill becomes law, the reforms and new measures implemented as a part of the state's procurement process will have an impact upon outside agencies that receive partial funding from the County of Dutchess. These agencies may include but are certainly not limited to the Resource Recovery Agency, the Industrial Development Agency, and Dutchess Community College as a SUNY institution.

3984--A

Cal. No. 623

2017-2018 Regular Sessions

I N S E N A T E

January 31, 2017

Introduced by Sens. DeFRANCISCO, AVELLA, BAILEY, BONACIC, BOYLE, BRESLIN, CARLUCCI, FUNKE, GALLIVAN, GRIFFO, HANNON, HELMING, KAMINSKY, KRUEGER, LATIMER, MARCHIONE, MONTGOMERY, O'MARA, PARKER, PERALTA, PHILLIPS, SQUADRON, TEDISCO -- (at request of the State Comptroller) -- read twice and ordered printed, and when printed to be committed to the Committee on Finance -- reported favorably from said committee, ordered to first and second report, ordered to a third reading, amended and ordered reprinted, retaining its place in the order of third reading

AN ACT to amend the state finance law and the education law, in relation to enacting the "New York state procurement integrity act"; and to repeal section 6283 of the education law relating to procurements of the fund (Part A); to amend the public authorities law, in relation to requiring public authorities to comply with certain provisions of the state finance law relating to procurements (Part B); to amend the public authorities law, in relation to prohibiting certain third party contracts (Part C); to amend the state finance law, in relation to authorizing the state comptroller to oversee certain contracts of the research foundation of the state university of New York (Part D); to amend the economic development law, in relation to expanding requirements for state authorities to publish procurement opportunities (Part E); and to amend the state finance law and the public authorities law, in relation to prohibiting conflicts of interest by state officers and employees in state procurements and prohibiting conflicts of interest by state authority board members, officers and employees in state and authority procurements (Part F)

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. This act enacts into law major components of legislation
2 which are necessary to implement the New York state procurement integri-
3 ty act. Each component is wholly contained within a Part identified as

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets
[] is old law to be omitted.

LBD07080-07-7

1 Parts A through F. The effective date for each particular provision
2 contained within such Part is set forth in the last section of such
3 Part. Any provision in any section contained within a Part, including
4 the effective date of the Part, which makes a reference to a section "of
5 this act," when used in connection with that particular component, shall
6 be deemed to mean and refer to the corresponding section of the Part in
7 which it is found. Section three of this act sets forth the general
8 effective date of this act.

9

PART A

10 Section 1. Paragraph (a) of subdivision 2 of section 112 of the state
11 finance law, as amended by section 18 of part L of chapter 55 of the
12 laws of 2012, is amended to read as follows:

13 (a) Before any contract made for or by any state agency, department,
14 board, officer, commission, or institution, except the office of general
15 services, shall be executed or become effective, whenever such contract
16 exceeds fifty thousand dollars in amount and before any contract made
17 for or by the office of general services shall be executed or become
18 effective, whenever such contract exceeds eighty-five thousand dollars
19 in amount, it shall first be approved by the comptroller and filed in
20 his or her office, [with the exception of contracts established as a
21 centralized contract through the office of general services and purchase
22 orders or other procurement transactions issued under such centralized
23 contracts. The] PROVIDED, HOWEVER, THAT THE comptroller shall make a
24 final written determination with respect to approval of such contract
25 within ninety days of the submission of such contract to his or her
26 office unless the comptroller shall notify, in writing, the state agen-
27 cy, department, board, officer, commission, or institution, prior to the
28 expiration of the ninety day period, and for good cause, of the need for
29 an extension of not more than fifteen days, or a reasonable period of
30 time agreed to by such state agency, department, board, officer, commis-
31 sion, or institution and provided, further, that such written determi-
32 nation or extension shall be made part of the procurement record pursu-
33 ant to paragraph f of subdivision one of section one hundred sixty-three
34 of this chapter.

35 S 2. Subdivisions 5 and 6 of section 355 of the education law, as
36 amended by section 1 of subpart B of part D of chapter 58 of the laws of
37 2011, paragraph a of subdivision 5 as amended by section 31 of part L of
38 chapter 55 of the laws of 2012, are amended to read as follows:

39 5. Notwithstanding the provisions of subdivision two of section one
40 hundred twelve and sections one hundred fifteen, one hundred sixty-one,
41 and one hundred sixty-three of the state finance law and sections three
42 and six of the New York state printing and public documents law or any
43 other law to the contrary, the state university trustees are authorized
44 and empowered to:

45 a. (i) purchase materials, proprietary electronic information
46 resources including but not limited to academic, professional, and
47 industry journals, reference handbooks and manuals, research tracking
48 tools, indexes and abstracts, equipment and supplies, including computer
49 equipment and motor vehicles, WHERE THE AMOUNT FOR A SINGLE PURCHASE
50 DOES NOT EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS, (ii) execute
51 contracts for SERVICES AND construction [and construction-related
52 services] contracts TO AN AMOUNT NOT EXCEEDING TWO HUNDRED FIFTY THOU-
53 SAND DOLLARS, and (iii) contract for printing TO AN AMOUNT NOT EXCEEDING
54 TWO HUNDRED FIFTY THOUSAND DOLLARS, without prior approval by any other

1 state officer or agency, but subject to rules and regulations OR GUIDE-
2 LINES of the state comptroller not otherwise inconsistent with the
3 provisions of this section and in accordance with guidelines promulgated
4 by the state university board of trustees after consultation with the
5 state comptroller. PROVIDED, HOWEVER, THAT THE DOLLAR LIMITS SET FORTH
6 IN THIS PARAGRAPH SHALL BE ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS FOR
7 SINGLE OR SOLE SOURCE PROCUREMENTS OR WHERE THERE IS A FORMAL PROTEST OF
8 THE CONTRACT AWARD. IN ADDITION, WHERE THE STATE COMPTROLLER DETERMINES
9 ADEQUATE INTERNAL CONTROLS ARE EITHER NOT IN PLACE OR ARE NOT BEING
10 UTILIZED EFFECTIVELY, AND SUCH FAILURE HAS RESULTED IN PROCUREMENT PRAC-
11 TICES THAT ARE INCONSISTENT WITH THE PURPOSES UNDERLYING THE COMPETITIVE
12 BIDDING STATUTES OF THE STATE, INCLUDING THOSE SET FORTH IN SUBDIVISION
13 TWO OF SECTION ONE HUNDRED SIXTY-THREE OF THE STATE FINANCE LAW, THE
14 COMPTROLLER MAY REDUCE THE DOLLAR LIMITS SET FORTH IN THIS PARAGRAPH TO
15 AN AMOUNT NOT LESS THAN FIFTY THOUSAND DOLLARS OR, FOR STATE UNIVERSITY
16 HEALTH CARE FACILITIES, SEVENTY-FIVE THOUSAND DOLLARS.

17 (A-1) THE TRUSTEES, AFTER CONSULTATION WITH THE COMMISSIONER OF GENER-
18 AL SERVICES, ARE AUTHORIZED TO ANNUALLY NEGOTIATE WITH THE STATE COMP-
19 TROLLER INCREASES IN THE DOLLAR LIMITS SET FORTH IN PARAGRAPH A OF THIS
20 SUBDIVISION AND THE EXEMPTION OF ANY ARTICLES, CATEGORIES OF ARTICLES OR
21 COMMODITIES FROM THESE LIMITS.

22 (A-2) GUIDELINES PROMULGATED BY THE STATE UNIVERSITY BOARD OF TRUSTEES
23 SHALL, TO THE EXTENT PRACTICABLE, REQUIRE THAT COMPETITIVE PROPOSALS BE
24 SOLICITED FOR PURCHASES, AND SHALL INCLUDE REQUIREMENTS THAT PURCHASES
25 AND CONTRACTS AUTHORIZED UNDER THIS SECTION BE AT THE LOWEST AVAILABLE
26 PRICE, INCLUDING CONSIDERATION OF PRICES AVAILABLE THROUGH OTHER STATE
27 AGENCIES, CONSISTENT WITH QUALITY REQUIREMENTS, AND AS WILL BEST PROMOTE
28 THE PUBLIC INTEREST. SUCH PURCHASES MAY BE MADE DIRECTLY FROM ANY
29 CONTRACTOR PURSUANT TO ANY CONTRACT FOR COMMODITIES LET BY THE OFFICE OF
30 GENERAL SERVICES OR ANY OTHER STATE AGENCY;

31 [a-1. execute contracts for services to an amount not exceeding twenty
32 thousand dollars without prior approval by any other state officer or
33 agency, but subject to rules and regulations of the state comptroller
34 not otherwise inconsistent with the provisions of this section and in
35 accordance with the guidelines promulgated by the state university board
36 of trustees after consultation with the state comptroller. In addition,
37 the trustees, after consultation with the commissioner of general
38 services, are authorized to annually negotiate with the state comp-
39 troller increases in the aforementioned dollar limits and the exemption
40 of any services or categories of services from these limits;]

41 b. to establish cash advance accounts for the purpose of purchasing
42 materials, supplies, or services, for cash advances for travel expenses
43 and per diem allowances, or for advance payment of wages and salary. The
44 account may be used to purchase such materials, supplies, or services
45 where the amount of a single purchase does not exceed [one thousand] TWO
46 HUNDRED FIFTY dollars, in accordance with such guidelines as shall be
47 prescribed by the state university trustees after consultation with the
48 state comptroller;

49 c. establish guidelines in consultation with the commissioner of
50 general services authorizing participation by the state university in
51 programs administered by the office of general services for the purchase
52 of available New York state food products. The commissioner of general
53 services shall provide assistance to the state university necessary to
54 enable the university to participate in these programs;

55 d. award contract extensions for campus transportation without compet-
56 itive bidding where such contracts were secured either through compet-

1 itive bidding or through evaluation of proposals IN RESPONSE TO A
2 REQUEST FOR PROPOSALS, however such extensions may be rejected if the
3 amount to be paid to the contractor in any year of such proposed exten-
4 sion fails to reflect any decrease in the regional consumer price index
5 for the New York, New York-Northeastern, New Jersey area, based upon the
6 index for all urban consumers (CPI-U) during the preceding twelve-month
7 period. At the time of any contract extension, consideration shall be
8 given to any competitive proposal offered by a public transportation
9 agency. Such contract may be increased for each year of the contract
10 extension by an amount not to exceed the regional consumer price index
11 increase for the New York, New York-Northeastern, New Jersey area, based
12 upon the index for all urban consumers (CPI-U), during the preceding
13 twelve-month period, provided it has been satisfactorily established by
14 the contractor that there has been at least an equivalent increase in
15 the amount of his cost of operation, during the period of the contract.

16 [e. guidelines promulgated by the state university board of trustees
17 shall, to the extent practicable, require that competitive proposals be
18 solicited for purchases, and shall include requirements that purchases
19 and contracts authorized under this section be at the lowest available
20 price, including consideration of prices available through other state
21 agencies, consistent with quality requirements, and as will best promote
22 the public interest. Such purchases may be made directly from any
23 contractor pursuant to any contract for commodities let by the office of
24 general services or any other state agency.]

25 6. To enter into any contract or agreement deemed necessary or advis-
26 able after consultation with appropriate state agencies for carrying out
27 the objects and purposes of state university without prior review or
28 approval by any state officer or agency other than the state comptroller
29 and the attorney general including contracts with non-profit corpo-
30 rations organized by officers, employees, alumni or students of state
31 university for the furtherance of its ACADEMIC objects and purposes.
32 Contracts or agreements entered into with the federal government to
33 enable participation in federal student loan programs, including any and
34 all instruments required thereunder, shall not be subject to the
35 requirements of section forty-one of the state finance law; provided,
36 however, that the state shall not be liable for any portion of any
37 defaults which it has agreed to assume pursuant to any such agreement in
38 an amount in excess of money appropriated or otherwise lawfully avail-
39 able therefor at the time the liability for payment arises. [The forego-
40 ing notwithstanding, any contract made for or by the state university
41 for the purchase of: (i) materials, equipment and supplies, including
42 computer equipment; (ii) motor vehicles; (iii) construction and
43 construction-related services contracts; and (iv) printing shall not be
44 subject to prior approval by any other state officer or agency.]

45 S 3. Paragraph b of subdivision 16 of section 355 of the education
46 law, as amended by section 1 of subpart C of part D of chapter 58 of the
47 laws of 2011, is amended to read as follows:

48 b. Notwithstanding the provisions of subdivision two of section one
49 hundred twelve of the state finance law[,] RELATING TO THE DOLLAR THRES-
50 HOLD REQUIRING THE COMPTROLLER'S APPROVAL OF CONTRACTS, subdivision six
51 of section one hundred sixty-three of the state finance law [and section
52 sixty-three of the executive law (i)] authorize contracts for the
53 purchase of goods for state university health care facilities [without
54 prior approval by any other state officer or agency,] including
55 contracts for joint or group purchasing arrangements of goods, in
56 accordance with procedures and requirements found in paragraph a of

1 subdivision five of this section[, and (ii) authorize contracts for
2 services] which do not exceed [seventy-five] TWO HUNDRED FIFTY thousand
3 dollars [without prior approval by any other state officer or agency in
4 accordance with procedures and requirements found in paragraph a of
5 subdivision five of this section]. Contracts authorized pursuant to this
6 paragraph shall be subject to article fourteen of the civil service law
7 and the applicable provisions of agreements between the state and
8 employee organizations pursuant to article fourteen of the civil service
9 law.

10 The trustees are authorized to negotiate annually with the state comp-
11 troller increases in the aforementioned dollar limits.

12 S 4. Subdivision 12 of section 373 of the education law, as amended by
13 section 2 of subpart A of part D of chapter 58 of the laws of 2011, is
14 amended to read as follows:

15 12. To procure and execute contracts, lease agreements, and all other
16 instruments necessary or convenient for the exercise of its corporate
17 powers and the fulfillment of its corporate purposes under this article.
18 [Notwithstanding subdivision two of section one hundred twelve of the
19 state finance law or any other law to the contrary, fund procurements
20 shall not be subject to the prior approval of any state officer or agen-
21 cy;]

22 S 5. Subdivisions a and a-1 of section 6218 of the education law,
23 subdivision a as amended and subdivision a-1 as added by section 2 of
24 subpart B of part D of chapter 58 of the laws of 2011, subparagraph (i)
25 of paragraph 1 of subdivision a as amended by section 33 of part L of
26 chapter 55 of the laws of 2012, are amended to read as follows:

27 a. Notwithstanding the provisions of subdivision two of section one
28 hundred twelve and sections one hundred fifteen, one hundred sixty-one
29 and one hundred sixty-three of the state finance law and sections three
30 and six of the New York state printing and public documents law or any
31 other law to the contrary, the city university is authorized and
32 empowered to:

33 [(1)] (i) purchase materials; proprietary electronic information
34 resources, including, but not limited to, academic, professional and
35 industry journals, reference handbooks and manuals, research tracking
36 tools, indexes and abstracts; and equipment and supplies, including
37 computer equipment and motor vehicles, WHERE THE AMOUNT FOR A SINGLE
38 PURCHASE DOES NOT EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS, (ii)
39 execute contracts for [construction and construction-related services
40 contracts] SERVICES TO AN AMOUNT NOT EXCEEDING TWO HUNDRED FIFTY THOU-
41 SAND DOLLARS, and (iii) contract for printing TO AN AMOUNT NOT EXCEEDING
42 TWO HUNDRED FIFTY THOUSAND DOLLARS, without prior approval by any other
43 state officer or agency, but subject to rules and regulations OR GUIDE-
44 LINES of the state comptroller not otherwise inconsistent with the
45 provisions of this section and in accordance with the guidelines promul-
46 gated by the city university board of trustees after consultation with
47 the state comptroller. PROVIDED, HOWEVER, THAT THE DOLLAR LIMITS SET
48 FORTH IN THIS SUBDIVISION SHALL BE ONE HUNDRED TWENTY-FIVE THOUSAND
49 DOLLARS FOR SINGLE OR SOLE SOURCE PROCUREMENTS OR WHERE THERE IS A
50 FORMAL PROTEST OF THE CONTRACT AWARD. IN ADDITION, WHERE THE STATE COMP-
51 TROLLER DETERMINES ADEQUATE INTERNAL CONTROLS ARE EITHER NOT IN PLACE OR
52 ARE NOT BEING UTILIZED EFFECTIVELY, AND SUCH FAILURE HAS RESULTED IN
53 PROCUREMENT PRACTICES THAT ARE INCONSISTENT WITH THE PURPOSES UNDERLYING
54 THE COMPETITIVE BIDDING STATUTES OF THE STATE, INCLUDING THOSE SET FORTH
55 IN SUBDIVISION TWO OF SECTION ONE HUNDRED SIXTY-THREE OF THE STATE

1 FINANCE LAW, THE COMPTROLLER MAY REDUCE THE DOLLAR LIMITS SET FORTH IN
2 THIS SUBDIVISION TO AN AMOUNT NOT LESS THAN FIFTY THOUSAND DOLLARS.

3 (A-1) THE TRUSTEES ARE AUTHORIZED TO ANNUALLY NEGOTIATE WITH THE STATE
4 COMPTROLLER INCREASES IN THE DOLLAR LIMITS SET FORTH IN THIS SUBDIVISION
5 AND THE EXEMPTION OF ANY ARTICLES, CATEGORIES OF ARTICLES OR COMMODITIES
6 FROM THESE LIMITS.

7 (A-2) GUIDELINES PROMULGATED BY THE CITY UNIVERSITY BOARD OF TRUSTEES
8 SHALL, TO THE EXTENT PRACTICABLE, REQUIRE THAT COMPETITIVE PROPOSALS BE
9 SOLICITED FOR PURCHASES, AND SHALL INCLUDE REQUIREMENTS THAT PURCHASES
10 AND CONTRACTS AUTHORIZED UNDER THIS SECTION BE AT THE LOWEST POSSIBLE
11 PRICE.

12 [(2) execute contracts for services to an amount not exceeding twenty
13 thousand dollars without prior approval by any other state officer or
14 agency, but subject to rules and regulations of the state comptroller
15 not otherwise inconsistent with the provisions of this section and in
16 accordance with the guidelines promulgated by the city university board
17 of trustees after consultation with the state comptroller. In addition,
18 the trustees, after consultation with the commissioner of general
19 services, are authorized to annually negotiate with the state comp-
20 troller increases in the aforementioned dollar limits and the exemption
21 of any services or categories of services from these limits.

22 a-1. Guidelines promulgated by the city university board of trustees
23 shall, to the extent practicable, require that competitive proposals be
24 solicited for purchases, and shall include requirements that purchases
25 and contracts authorized under this section be at the lowest available
26 price.]

27 S 6. Section 6283 of the education law is REPEALED.

28 S 7. This act shall take effect immediately; provided, however, that:

29 (a) the amendments to subdivisions 5 and 6 of section 355 and subdivi-
30 sions a and a-1 of section 6218 of the education law made by sections
31 two and five of this act shall not affect the expiration of such
32 provisions pursuant to section 4 of subpart B of part D of chapter 58 of
33 the laws of 2011, as amended, and shall be deemed to expire therewith;

34 (b) the amendments to paragraph b of subdivision 16 of section 355 of
35 the education law made by section three of this act shall not affect the
36 expiration of such paragraph pursuant to section 3 of subpart C of part
37 D of chapter 58 of the laws of 2011, as amended, and shall expire there-
38 with; and

39 (c) the amendments to subdivision 12 of section 373 of the education
40 law made by section four of this act shall not affect the expiration of
41 such subdivision pursuant to section 4 of subpart A of part D of chapter
42 58 of the laws of 2011, as amended, and shall expire therewith.

43 PART B

44 Section 1. Subdivision 1 of section 2879 of the public authorities
45 law, as amended by chapter 564 of the laws of 1988, is amended to read
46 as follows:

47 1. Every public authority and public benefit corporation, a majority
48 of the members of which consist of persons either appointed by the
49 governor or who serve as members by virtue of holding a civil office of
50 the state, or a combination thereof, (such entities to be hereinafter in
51 this section referred to as "corporation") shall adopt by resolution
52 comprehensive guidelines CONSISTENT WITH THE METHODS OF EVALUATING BIDS
53 AND PROPOSALS AND AWARDED OF CONTRACTS AUTHORIZED BY SECTIONS ONE
54 HUNDRED THIRTY-SIX-A, ONE HUNDRED SIXTY-THREE AND ONE HUNDRED

1 SIXTY-THREE-A OF THE STATE FINANCE LAW AND SUBDIVISION SIX OF SECTION
2 EIGHT OF THE PUBLIC BUILDINGS LAW, UNLESS EXPRESSLY AUTHORIZED OTHERWISE
3 BY LAW, which detail the corporation's operative policy and instructions
4 regarding the use, awarding, monitoring and reporting of procurement
5 contracts. Guidelines approved by the corporation shall be annually
6 reviewed and approved by the corporation.

7 S 2. This act shall take effect immediately.

8

PART C

9 Section 1. The public authorities law is amended by adding a new
10 section 2882 to read as follows:

11 S 2882. THIRD PARTY CONTRACTING PROHIBITED. 1. UNLESS AUTHORIZED BY
12 SPECIAL ACT OF THE LEGISLATURE, NO STATE AUTHORITY SHALL ENTER INTO A
13 CONTRACT OR AGREEMENT OR EXTEND AN EXISTING CONTRACT OR AGREEMENT WITH
14 ANOTHER ENTITY, (I) WHERE THE EXCLUSIVE OR PRIMARY ROLE OF SUCH ENTITY
15 UNDER THE CONTRACT OR AGREEMENT IS TO PROCURE GOODS OR SERVICES OF ANY
16 KIND, INCLUDING, BUT NOT LIMITED TO, PUBLIC WORK, CONSTRUCTION, ALTER-
17 ATIONS, OR IMPROVEMENTS TO PUBLIC FACILITIES, GRANT CONTRACTS, EMPLOY-
18 MENT CONTRACTS, REVENUE OR CONCESSION CONTRACTS, THE EXCHANGE OF
19 PERSONAL OR REAL PROPERTY, THE EXCHANGE OF SERVICES, OR ANY COMBINATION
20 THEREOF THROUGH A CONTRACT OR AGREEMENT WITH A THIRD PARTY AND (II)
21 WHERE SUCH ENTITY IS ACTING AS A PROCUREMENT CONDUIT, RATHER THAN BEING
22 DIRECTLY RESPONSIBLE FOR THE GOODS OR SERVICES.

23 2. THE COMPTROLLER MAY PROMULGATE SUCH RULES AND REGULATIONS AS MAY BE
24 NECESSARY TO ENFORCE THIS SECTION, INCLUDING THE STANDARDS FOR DETERMIN-
25 ING WHETHER A CONTRACT IS PROHIBITED BY THIS SECTION.

26 S 2. This act shall take effect immediately and shall apply to
27 contracts entered into on and after such date.

28

PART D

29 Section 1. The state finance law is amended by adding a new section
30 148 to read as follows:

31 S 148. COMPTROLLER APPROVAL OF THE RESEARCH FOUNDATION OF THE STATE
32 UNIVERSITY OF NEW YORK CONTRACTS. NOTWITHSTANDING ANY OTHER PROVISION OF
33 LAW, BEFORE ANY CONTRACT MADE FOR OR BY THE RESEARCH FOUNDATION OF THE
34 STATE UNIVERSITY OF NEW YORK WHICH IS TO BE PAID IN WHOLE OR IN PART
35 FROM MONIES APPROPRIATED OR ASSIGNED BY THE STATE SHALL BE EXECUTED OR
36 BECOME EFFECTIVE, WHENEVER SUCH CONTRACT EXCEEDS ONE MILLION DOLLARS IN
37 AMOUNT, IT SHALL FIRST BE APPROVED BY THE STATE COMPTROLLER AND FILED IN
38 HIS OR HER OFFICE. THE COMPTROLLER SHALL MAKE A FINAL WRITTEN DETERMI-
39 NATION WITH RESPECT TO APPROVAL OF SUCH CONTRACT WITHIN NINETY DAYS OF
40 THE SUBMISSION OF SUCH CONTRACT TO HIS OR HER OFFICE UNLESS THE COMP-
41 TROLLER SHALL NOTIFY, IN WRITING, THE RESEARCH FOUNDATION OF THE STATE
42 UNIVERSITY OF NEW YORK PRIOR TO THE EXPIRATION OF THE NINETY DAY PERIOD,
43 AND FOR GOOD CAUSE, OF THE NEED FOR AN EXTENSION OF NOT MORE THAN
44 FIFTEEN DAYS, OR A REASONABLE PERIOD OF TIME AGREED TO BY THE RESEARCH
45 FOUNDATION OF THE STATE UNIVERSITY OF NEW YORK AND PROVIDED, FURTHER,
46 THAT SUCH WRITTEN DETERMINATION OR EXTENSION SHALL BE MADE PART OF THE
47 PROCUREMENT RECORD.

48 S 2. This act shall take effect immediately and shall apply to
49 contracts entered into on and after such date.

50

PART E

1 Section 1. Subdivision 3 of section 141 of the economic development
2 law, as amended by section 14 of part L of chapter 55 of the laws of
3 2012, is amended to read as follows:

4 3. "Procurement contract" shall mean any written agreement entered
5 into by an agency for the acquisition of goods, services, or
6 construction of any kind, INCLUDING AGREEMENTS AWARDED BY AN AGENCY TO A
7 SINGLE SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCURE-
8 MENT THAT IS NOT COMPETITIVE, in the actual or estimated amount of fifty
9 thousand dollars or more. The term does not include an agreement for
10 employment in the civil service.

11 S 2. Paragraph (c) of subdivision 2 and subdivision 5 of section 142
12 of the economic development law, as amended by chapter 137 of the laws
13 of 2008, are amended and a new paragraph (d) is added to subdivision 2
14 to read as follows:

15 (c) for all [other] procurement contracts issued by agencies PURSUANT
16 TO A COMPETITIVE METHOD OF PROCUREMENT INCLUDING, BUT NOT LIMITED TO, AN
17 INVITATION FOR BID, REQUEST FOR PROPOSALS OR OTHER MEANS OF SOLICITA-
18 TION, FOR AN AMOUNT IN EXCESS OF FIFTY THOUSAND DOLLARS (i) the name of
19 the contracting agency; (ii) the contract identification number; (iii) a
20 brief description of the goods or services sought, the location where
21 goods are to be delivered or services provided and the contract term;
22 (iv) the address where bids or proposals are to be submitted; (v) the
23 date when bids or proposals are due; (vi) a description of any eligibil-
24 ity or qualification requirement or preference; (vii) a statement as to
25 whether the contract requirements may be fulfilled by a subcontracting,
26 joint venture, or co-production arrangement; (viii) any other informa-
27 tion deemed useful to potential contractors; (ix) the name, address, and
28 telephone number of the person to be contacted for additional informa-
29 tion; and (x) a statement as to whether the goods or services sought had
30 in the immediately preceding three year period been supplied by a
31 foreign business enterprise.

32 (D) FOR ALL PROCUREMENT CONTRACTS ISSUED BY AGENCIES TO A SINGLE
33 SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT
34 THAT IS NOT COMPETITIVE, FOR AN AMOUNT IN EXCESS OF FIFTY THOUSAND
35 DOLLARS (I) THE NAME OF THE CONTRACTING AGENCY; (II) THE NAME OF THE
36 RECIPIENT OF THE INTENDED CONTRACT, IF KNOWN AT THE TIME; (III) THE
37 CONTRACT IDENTIFICATION NUMBER; (IV) A BRIEF DESCRIPTION OF THE GOODS OR
38 SERVICES SOUGHT, THE LOCATION WHERE GOODS ARE TO BE DELIVERED OR
39 SERVICES PROVIDED AND THE CONTRACT TERM; (V) A DESCRIPTION OF ANY ELIGI-
40 BILITY OR QUALIFICATION REQUIREMENT OR PREFERENCE; (VI) A STATEMENT AS
41 TO WHETHER THE CONTRACT REQUIREMENTS MAY BE FULFILLED BY A SUBCONTRACT-
42 ING, JOINT VENTURE, OR CO-PRODUCTION ARRANGEMENT; (VII) ANY OTHER INFOR-
43 MATION DEEMED USEFUL TO POTENTIAL CONTRACTORS; (VIII) THE NAME, ADDRESS,
44 AND TELEPHONE NUMBER OF THE PERSON TO BE CONTACTED FOR ADDITIONAL INFOR-
45 MATION; AND (IX) A STATEMENT AS TO WHETHER THE GOODS OR SERVICES SOUGHT
46 HAD IN THE IMMEDIATELY PRECEDING THREE YEAR PERIOD BEEN SUPPLIED BY A
47 FOREIGN BUSINESS ENTERPRISE.

48 5. In addition to any other notice of procurement contract opportu-
49 nities required in this section, for procurement contracts in the amount
50 of two hundred thousand dollars or more to be awarded by all [state]
51 agencies, each agency shall prepare for inclusion in the procurement
52 opportunities newsletter (a) a semi-annual listing of projected procure-
53 ment purchases by category, INCLUDING PROJECTED PURCHASES TO BE AWARDED
54 TO A SINGLE SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF
55 PROCUREMENT THAT IS NOT COMPETITIVE; (b) an explanation of how to apply
56 for placement on any bidder list maintained by the agency; and (c) a

1 description of procedures for providing advance notification by mail to
2 individuals or business entities on such bidder lists of any request for
3 proposals, in accordance with rules and regulations promulgated by the
4 agency. The commissioner, in consultation with each agency, shall
5 arrange a schedule for each agency's semi-annual listing.

6 S 3. Subdivisions 1 and 4 of section 143 of the economic development
7 law, subdivision 1 as added by chapter 564 of the laws of 1988 and
8 subdivision 4 as added by section 16 of part L of chapter 55 of the laws
9 of 2012, are amended to read as follows:

10 1. Prior to awarding any procurement contract, each agency shall
11 submit to the commissioner information sufficient to enable publication
12 of the notices of procurement contract opportunities described in subdi-
13 vision two of section one hundred forty-two of this article. Such infor-
14 mation shall be submitted to the commissioner in sufficient time to
15 allow a minimum of fifteen business days between publication of such
16 notice and the date on which a bid or proposal is due, except where a
17 shorter period is specifically authorized by law PROVIDED, HOWEVER:

18 (A) IN THE CASE OF PROCUREMENT CONTRACTS ISSUED BY A PUBLIC BENEFIT
19 CORPORATION OR STATE AUTHORITY WHOSE CONTRACTS AND PAYMENTS ARE NOT
20 APPROVED AND PRE-AUDITED BY THE COMPTROLLER, TO A SINGLE SOURCE, A SOLE
21 SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT THAT IS NOT
22 COMPETITIVE, IN SUFFICIENT TIME TO ALLOW A MINIMUM OF FIFTEEN BUSINESS
23 DAYS BETWEEN PUBLICATION OF SUCH NOTICE AND THE DATE ON WHICH THE STATE
24 AUTHORITY OR PUBLIC BENEFIT CORPORATION INTENDS TO MAKE A CONTRACT
25 AWARD; OR

26 (B) IN THE CASE OF PROCUREMENT CONTRACTS ISSUED BY AGENCIES OTHER THAN
27 PUBLIC BENEFIT CORPORATIONS OR STATE AUTHORITIES, TO A SINGLE SOURCE, A
28 SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT THAT IS NOT
29 COMPETITIVE, IN SUFFICIENT TIME TO ALLOW A MINIMUM OF FIFTEEN BUSINESS
30 DAYS BETWEEN PUBLICATION OF SUCH NOTICE AND THE DATE THE AGENCY INTENDS
31 TO DELIVER THE REQUEST FOR EXEMPTION FROM ADVERTISING TO THE STATE COMP-
32 TROLLER.

33 4. At the time an agency enters into a contract with a single or sole
34 source provider pursuant to section one hundred sixty-three of the state
35 finance law, OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT THAT IS NOT
36 COMPETITIVE, for an amount in excess of fifty thousand dollars, such
37 agency shall submit an announcement of the intended contract for inclu-
38 sion in the procurement opportunities newsletter, and shall specify the
39 recipient of the contract.

40 S 4. Section 146 of the economic development law, as amended by chap-
41 ter 173 of the laws of 2014, is amended to read as follows:

42 S 146. Approval of comptroller. The comptroller shall not approve or
43 file any procurement contract for the acquisition of goods or services,
44 OR CONSTRUCTION OF ANY KIND, in the amount of fifty thousand dollars or
45 more unless notice as provided in section one hundred forty-two of this
46 article shall first have been published in the procurement opportunities
47 newsletter at least fifteen business days prior to the date on which a
48 bid or proposal was due OR, IN THE CASE OF PROCUREMENT CONTRACTS ISSUED
49 TO A SINGLE SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF
50 PROCUREMENT THAT IS NOT COMPETITIVE, AT LEAST FIFTEEN BUSINESS DAYS
51 PRIOR TO THE DATE ON WHICH THE AGENCY INTENDS TO DELIVER THE REQUEST FOR
52 EXEMPTION FROM ADVERTISING TO THE STATE COMPTROLLER AND ENTER INTO THE
53 CONTRACT. Provided, however, such requirement of publication of advance
54 notice shall not apply to contracts exempt from such requirement under
55 section one hundred forty-four of this article; provided further, that
56 the comptroller shall not be required to disapprove a contract if he or

1 she determines that there has been substantial compliance with the
2 requirements of section one hundred forty-two and section one hundred
3 forty-three of this article. The foregoing provisions of this section
4 shall not be construed to limit, in any manner, the right of the comp-
5 troller to demand evidence of adequate competition or such other proofs
6 as he or she may require in the discharge of his or her responsibilities
7 pursuant to section one hundred twelve of the state finance law or any
8 other provision of law.

9 S 5. This act shall take effect immediately.

10

PART F

11 Section 1. The state finance law is amended by adding a new section
12 139-1 to read as follows:

13 S 139-L. CONFLICTS OF INTEREST OF STATE OFFICERS AND EMPLOYEES IN
14 STATE PROCUREMENTS; PROHIBITED. (A) NO STATE OFFICER OR EMPLOYEE AS
15 DEFINED IN SECTION SEVENTY-THREE OF THE PUBLIC OFFICERS LAW SHALL:

16 1. HAVE ANY INTEREST, FINANCIAL OR OTHERWISE, DIRECT OR INDIRECT, IN
17 ANY CONTRACT OTHER THAN ONE PERMISSIBLE PURSUANT TO PARAGRAPH (A) OF
18 SUBDIVISION FOUR OF SECTION SEVENTY-THREE OF THE PUBLIC OFFICERS LAW; OR

19 2. TAKE ANY ACTION OR OTHERWISE INVOLVE HIMSELF OR HERSELF IN ANY
20 ACTIVITY WHICH, PURSUANT TO THE PROVISIONS OF THIS CHAPTER OR THE PUBLIC
21 OFFICERS LAW, WOULD BE DEEMED A CONFLICT OF INTEREST FOR A STATE OFFICER
22 OR EMPLOYEE THAT MAY REASONABLY BE EXPECTED TO IMPAIR THE OFFICER'S OR
23 EMPLOYEE'S INDEPENDENT JUDGMENT OR ABILITY TO ACT IMPARTIALLY AND IN THE
24 BEST INTEREST OF THE STATE, OR THAT MAY REASONABLY CREATE THE APPEARANCE
25 OF IMPROPRIETY THROUGH THE APPEARANCE OF FAVORITISM OR PREFERENTIAL
26 TREATMENT.

27 (B) IF SUCH CONFLICT OF INTEREST EXISTS, THE STATE OFFICER OR EMPLOYEE
28 MUST IMMEDIATELY RECUSE HIMSELF OR HERSELF IN WRITING FROM THE PROCURE-
29 MENT AND SUBMIT SUCH RECUSAL TO THE STATE AGENCY OFFICER IN CHARGE OF
30 PROCUREMENT AND CONTRACTING TO BE INCLUDED IN THE PROCUREMENT RECORD TO
31 THE STATE AGENCY'S ETHICS OFFICER, AND TO THE AGENCY HEAD.

32 S 2. Article 1 of the public authorities law is amended by adding a
33 new title 3 to read as follows:

34

TITLE 3

35

ETHICAL STANDARDS FOR STATE AUTHORITIES

36

37 SECTION 10. CONFLICTS OF INTEREST OF STATE AUTHORITY BOARD MEMBERS,
38 OFFICERS AND EMPLOYEES IN AUTHORITY PROCUREMENTS; PROHIB-
39 ITED.

40 S 10. CONFLICTS OF INTEREST OF STATE AUTHORITY BOARD MEMBERS, OFFICERS
41 AND EMPLOYEES IN AUTHORITY PROCUREMENTS; PROHIBITED. 1. NO STATE AUTHOR-
42 ITY BOARD MEMBER, OFFICER OR EMPLOYEE SHALL WITH RESPECT TO ANY STATE
43 CONTRACT OR STATE AUTHORITY CONTRACT:

44 (A) HAVE ANY INTEREST, FINANCIAL OR OTHERWISE, DIRECT OR INDIRECT, IN
45 ANY CONTRACT OTHER THAN ONE PERMISSIBLE PURSUANT TO PARAGRAPH (A) OF
46 SUBDIVISION FOUR OF SECTION SEVENTY-THREE OF THE PUBLIC OFFICERS LAW; OR

47 (B) TAKE ANY ACTION OR OTHERWISE INVOLVE HIMSELF OR HERSELF IN ANY
48 ACTIVITY WHICH, PURSUANT TO THE PROVISIONS OF THIS CHAPTER OR THE PUBLIC
49 OFFICERS LAW, WOULD BE DEEMED A CONFLICT OF INTEREST THAT MAY REASONABLY
50 BE EXPECTED TO IMPAIR THE BOARD MEMBER'S, OFFICER'S OR EMPLOYEE'S INDE-
51 PENDENT JUDGMENT OR ABILITY TO ACT IMPARTIALLY AND IN THE BEST INTEREST
52 OF THE STATE AUTHORITY, OR THAT MAY REASONABLY CREATE THE APPEARANCE OF
53 IMPROPRIETY THROUGH THE APPEARANCE OF FAVORITISM OR PREFERENTIAL TREAT-
54 MENT.

1 2. IF SUCH CONFLICT OF INTEREST EXISTS, THE STATE AUTHORITY BOARD
2 MEMBER, OFFICER OR EMPLOYEE MUST IMMEDIATELY RECUSE HIMSELF OR HERSELF
3 IN WRITING AND SUBMIT SUCH RECUSAL TO THE STATE AUTHORITY'S ETHICS OFFI-
4 CER AND ANY OFFICIAL OR COMMITTEE CHARGED WITH OVERSEEING ETHICAL
5 CONDUCT IN THE AUTHORITY, THE CHIEF EXECUTIVE OFFICIAL OF THE AUTHORITY
6 AND THE BOARD CHAIR, AS APPROPRIATE, THE APPOINTING OFFICIAL, AND THE
7 OFFICER IN CHARGE OF THE AUTHORITY'S PROCUREMENTS TO BE INCLUDED IN THE
8 STATE AUTHORITY'S PROCUREMENT RECORD. ANY STATE AUTHORITY BOARD MEMBER
9 WHO SUBMITS SUCH RECUSAL SHALL ALSO SUBMIT SUCH RECUSAL TO THE APPOINT-
10 ING OFFICIAL WITH RESPONSIBILITY FOR SUCH BOARD MEMBER'S APPOINTMENT
11 AND, IN THE CASE OF BOARD MEMBERS APPOINTED AT THE RECOMMENDATION OF
12 ANOTHER OFFICIAL, MUST ALSO SUBMIT SUCH RECUSAL TO THE RECOMMENDING
13 OFFICIAL.

14 S 3. This act shall take effect immediately.

15 S 2. Severability clause. If any clause, sentence, paragraph, subdivi-
16 sion, section or part of this act shall be adjudged by any court of
17 competent jurisdiction to be invalid, such judgment shall not affect,
18 impair, or invalidate the remainder thereof, but shall be confined in
19 its operation to the clause, sentence, paragraph, subdivision, section
20 or part thereof directly involved in the controversy in which such judg-
21 ment shall have been rendered. It is hereby declared to be the intent of
22 the legislature that this act would have been enacted even if such
23 invalid provisions had not been included herein.

24 S 3. This act shall take effect immediately provided, however, that
25 the applicable effective date of Parts A through F of this act shall be
26 as specifically set forth in the last section of such Parts.

6355

2017-2018 Regular Sessions

IN ASSEMBLY

March 3, 2017

Introduced by M. of A. PEOPLES-STOKES -- (at request of the State Comptroller) -- read once and referred to the Committee on Governmental Operations

AN ACT to amend the state finance law and the education law, in relation to enacting the "New York state procurement integrity act"; and to repeal section 6283 of the education law relating to procurements of the fund (Part A); to amend the public authorities law, in relation to requiring public authorities to comply with certain provisions of the state finance law relating to procurements (Part B); to amend the public authorities law, in relation to prohibiting certain third party contracts (Part C); to amend the state finance law, in relation to authorizing state comptroller to oversee certain contracts of the research foundation of the state university of New York (Part D); to amend the state finance law and the public authorities law, in relation to disqualifications of state and state authority contractors, prohibiting conflicts of interest by state officers and employees in state procurements; prohibiting conflicts of interest by state authority board members, officers and employees in authority procurements; requiring certification by state officers and employees of no undue influence; requiring certification by state authority board members, officers and employees of no undue influence; and establishing a state contractor and state authority contractor code of business ethics and conduct (Part E); and to amend the economic development law, in relation to expanding requirements for state authorities to publish procurement opportunities (Part F)

THE PEOPLE OF THE STATE OF NEW YORK, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1 Section 1. This act enacts into law major components of legislation
2 which are necessary to implement the New York state procurement integri-
3 ty act. Each component is wholly contained within a Part identified as
4 Parts A through F. The effective date for each particular provision

EXPLANATION--Matter in ITALICS (underscored) is new; matter in brackets [] is old law to be omitted.

LBD07080-02-7

1 contained within such Part is set forth in the last section of such
2 Part. Any provision in any section contained within a Part, including
3 the effective date of the Part, which makes a reference to a section "of
4 this act," when used in connection with that particular component, shall
5 be deemed to mean and refer to the corresponding section of the Part in
6 which it is found. Section three of this act sets forth the general
7 effective date of this act.

8

PART A

9 Section 1. Paragraph (a) of subdivision 2 of section 112 of the state
10 finance law, as amended by section 18 of part L of chapter 55 of the
11 laws of 2012, is amended to read as follows:

12 (a) Before any contract made for or by any state agency, department,
13 board, officer, commission, or institution, except the office of general
14 services, shall be executed or become effective, whenever such contract
15 exceeds fifty thousand dollars in amount and before any contract made
16 for or by the office of general services shall be executed or become
17 effective, whenever such contract exceeds eighty-five thousand dollars
18 in amount, it shall first be approved by the comptroller and filed in
19 his or her office, [with the exception of contracts established as a
20 centralized contract through the office of general services and purchase
21 orders or other procurement transactions issued under such centralized
22 contracts. The] PROVIDED, HOWEVER, THAT THE comptroller shall make a
23 final written determination with respect to approval of such contract
24 within ninety days of the submission of such contract to his or her
25 office unless the comptroller shall notify, in writing, the state agen-
26 cy, department, board, officer, commission, or institution, prior to the
27 expiration of the ninety day period, and for good cause, of the need for
28 an extension of not more than fifteen days, or a reasonable period of
29 time agreed to by such state agency, department, board, officer, commis-
30 sion, or institution and provided, further, that such written determi-
31 nation or extension shall be made part of the procurement record pursu-
32 ant to paragraph f of subdivision one of section one hundred sixty-three
33 of this chapter.

34 S 2. Subdivisions 5 and 6 of section 355 of the education law, as
35 amended by section 1 of subpart B of part D of chapter 58 of the laws of
36 2011, paragraph a of subdivision 5 as amended by section 31 of part L of
37 chapter 55 of the laws of 2012, are amended to read as follows:

38 5. Notwithstanding the provisions of subdivision two of section one
39 hundred twelve and sections one hundred fifteen, one hundred sixty-one,
40 and one hundred sixty-three of the state finance law and sections three
41 and six of the New York state printing and public documents law or any
42 other law to the contrary, the state university trustees are authorized
43 and empowered to:

44 a. (i) purchase materials, proprietary electronic information
45 resources including but not limited to academic, professional, and
46 industry journals, reference handbooks and manuals, research tracking
47 tools, indexes and abstracts, equipment and supplies, including computer
48 equipment and motor vehicles, WHERE THE AMOUNT FOR A SINGLE PURCHASE
49 DOES NOT EXCEED FIFTY THOUSAND DOLLARS, (ii) execute contracts for
50 SERVICES AND construction [and construction-related services] contracts
51 TO AN AMOUNT NOT EXCEEDING FIFTY THOUSAND DOLLARS, and (iii) contract
52 for printing TO AN AMOUNT NOT EXCEEDING FIFTY THOUSAND DOLLARS, without
53 prior approval by any other state officer or agency, but subject to
54 rules and regulations OR GUIDELINES of the state comptroller not other-

1 wise inconsistent with the provisions of this section and in accordance
2 with guidelines promulgated by the state university board of trustees
3 after consultation with the state comptroller. IN ADDITION, THE TRUS-
4 TEES, AFTER CONSULTATION WITH THE COMMISSIONER OF GENERAL SERVICES, ARE
5 AUTHORIZED TO ANNUALLY NEGOTIATE WITH THE STATE COMPTROLLER INCREASES IN
6 THE AFOREMENTIONED DOLLAR LIMITS AND THE EXEMPTION OF ANY ARTICLES,
7 CATEGORIES OF ARTICLES OR COMMODITIES FROM THESE LIMITS. GUIDELINES
8 PROMULGATED BY THE STATE UNIVERSITY BOARD OF TRUSTEES SHALL, TO THE
9 EXTENT PRACTICABLE, REQUIRE THAT COMPETITIVE PROPOSALS BE SOLICITED FOR
10 PURCHASES, AND SHALL INCLUDE REQUIREMENTS THAT PURCHASES AND CONTRACTS
11 AUTHORIZED UNDER THIS SECTION BE AT THE LOWEST AVAILABLE PRICE, INCLUD-
12 ING CONSIDERATION OF PRICES AVAILABLE THROUGH OTHER STATE AGENCIES,
13 CONSISTENT WITH QUALITY REQUIREMENTS, AND AS WILL BEST PROMOTE THE
14 PUBLIC INTEREST. SUCH PURCHASES MAY BE MADE DIRECTLY FROM ANY CONTRACTOR
15 PURSUANT TO ANY CONTRACT FOR COMMODITIES LET BY THE OFFICE OF GENERAL
16 SERVICES OR ANY OTHER STATE AGENCY;

17 [a-1. execute contracts for services to an amount not exceeding twenty
18 thousand dollars without prior approval by any other state officer or
19 agency, but subject to rules and regulations of the state comptroller
20 not otherwise inconsistent with the provisions of this section and in
21 accordance with the guidelines promulgated by the state university board
22 of trustees after consultation with the state comptroller. In addition,
23 the trustees, after consultation with the commissioner of general
24 services, are authorized to annually negotiate with the state comp-
25 troller increases in the aforementioned dollar limits and the exemption
26 of any services or categories of services from these limits;]

27 b. to establish cash advance accounts for the purpose of purchasing
28 materials, supplies, or services, for cash advances for travel expenses
29 and per diem allowances, or for advance payment of wages and salary. The
30 account may be used to purchase such materials, supplies, or services
31 where the amount of a single purchase does not exceed [one thousand] TWO
32 HUNDRED FIFTY dollars, in accordance with such guidelines as shall be
33 prescribed by the state university trustees after consultation with the
34 state comptroller;

35 c. establish guidelines in consultation with the commissioner of
36 general services authorizing participation by the state university in
37 programs administered by the office of general services for the purchase
38 of available New York state food products. The commissioner of general
39 services shall provide assistance to the state university necessary to
40 enable the university to participate in these programs;

41 d. award contract extensions for campus transportation without compet-
42 itive bidding where such contracts were secured either through compet-
43 itive bidding or through evaluation of proposals IN RESPONSE TO A
44 REQUEST FOR PROPOSALS, however such extensions may be rejected if the
45 amount to be paid to the contractor in any year of such proposed exten-
46 sion fails to reflect any decrease in the regional consumer price index
47 for the New York, New York-Northeastern, New Jersey area, based upon the
48 index for all urban consumers (CPI-U) during the preceding twelve-month
49 period. At the time of any contract extension, consideration shall be
50 given to any competitive proposal offered by a public transportation
51 agency. Such contract may be increased for each year of the contract
52 extension by an amount not to exceed the regional consumer price index
53 increase for the New York, New York-Northeastern, New Jersey area, based
54 upon the index for all urban consumers (CPI-U), during the preceding
55 twelve-month period, provided it has been satisfactorily established by

1 the contractor that there has been at least an equivalent increase in
2 the amount of his cost of operation, during the period of the contract.

3 [e. guidelines promulgated by the state university board of trustees
4 shall, to the extent practicable, require that competitive proposals be
5 solicited for purchases, and shall include requirements that purchases
6 and contracts authorized under this section be at the lowest available
7 price, including consideration of prices available through other state
8 agencies, consistent with quality requirements, and as will best promote
9 the public interest. Such purchases may be made directly from any
10 contractor pursuant to any contract for commodities let by the office of
11 general services or any other state agency.]

12 6. To enter into any contract or agreement deemed necessary or advis-
13 able after consultation with appropriate state agencies for carrying out
14 the objects and purposes of state university without prior review or
15 approval by any state officer or agency other than the state comptroller
16 and the attorney general including contracts with non-profit corpo-
17 rations organized by officers, employees, alumni or students of state
18 university for the furtherance of its ACADEMIC objects and purposes.
19 Contracts or agreements entered into with the federal government to
20 enable participation in federal student loan programs, including any and
21 all instruments required thereunder, shall not be subject to the
22 requirements of section forty-one of the state finance law; provided,
23 however, that the state shall not be liable for any portion of any
24 defaults which it has agreed to assume pursuant to any such agreement in
25 an amount in excess of money appropriated or otherwise lawfully avail-
26 able therefor at the time the liability for payment arises. [The forego-
27 ing notwithstanding, any contract made for or by the state university
28 for the purchase of: (i) materials, equipment and supplies, including
29 computer equipment; (ii) motor vehicles; (iii) construction and
30 construction-related services contracts; and (iv) printing shall not be
31 subject to prior approval by any other state officer or agency.]

32 S 3. Paragraph b of subdivision 16 of section 355 of the education
33 law, as amended by section 1 of subpart C of part D of chapter 58 of the
34 laws of 2011, is amended to read as follows:

35 b. Notwithstanding the provisions of subdivision two of section one
36 hundred twelve of the state finance law[,] RELATING TO THE DOLLAR THRES-
37 HOLD REQUIRING THE COMPTROLLER'S APPROVAL OF CONTRACTS, subdivision six
38 of section one hundred sixty-three of the state finance law [and section
39 sixty-three of the executive law (i)] authorize contracts for the
40 purchase of goods for state university health care facilities [without
41 prior approval by any other state officer or agency,] including
42 contracts for joint or group purchasing arrangements of goods, in
43 accordance with procedures and requirements found in paragraph a of
44 subdivision five of this section[, and (ii) authorize contracts for
45 services] which do not exceed seventy-five thousand dollars [without
46 prior approval by any other state officer or agency in accordance with
47 procedures and requirements found in paragraph a of subdivision five of
48 this section]. Contracts authorized pursuant to this paragraph shall be
49 subject to article fourteen of the civil service law and the applicable
50 provisions of agreements between the state and employee organizations
51 pursuant to article fourteen of the civil service law.

52 The trustees are authorized to negotiate annually with the state comp-
53 troller increases in the aforementioned dollar limits.

54 S 4. Subdivision 12 of section 373 of the education law, as amended by
55 section 2 of subpart A of part D of chapter 58 of the laws of 2011, is
56 amended to read as follows:

1 12. To procure and execute contracts, lease agreements, and all other
2 instruments necessary or convenient for the exercise of its corporate
3 powers and the fulfillment of its corporate purposes under this article.
4 [Notwithstanding subdivision two of section one hundred twelve of the
5 state finance law or any other law to the contrary, fund procurements
6 shall not be subject to the prior approval of any state officer or agen-
7 cy;]

8 S 5. Subdivisions a and a-1 of section 6218 of the education law,
9 subdivision a as amended and subdivision a-1 as added by section 2 of
10 subpart B of part D of chapter 58 of the laws of 2011, subparagraph (i)
11 of paragraph 1 of subdivision a as amended by section 33 of part L of
12 chapter 55 of the laws of 2012, are amended to read as follows:

13 a. Notwithstanding the provisions of subdivision two of section one
14 hundred twelve and sections one hundred fifteen, one hundred sixty-one
15 and one hundred sixty-three of the state finance law and sections three
16 and six of the New York state printing and public documents law or any
17 other law to the contrary, the city university is authorized and
18 empowered to:

19 [(1)] (i) purchase materials; proprietary electronic information
20 resources, including, but not limited to, academic, professional and
21 industry journals, reference handbooks and manuals, research tracking
22 tools, indexes and abstracts; and equipment and supplies, including
23 computer equipment and motor vehicles, WHERE THE AMOUNT FOR A SINGLE
24 PURCHASE DOES NOT EXCEED FIFTY THOUSAND DOLLARS, (ii) execute contracts
25 for [construction and construction-related services contracts] SERVICES
26 TO AN AMOUNT NOT EXCEEDING FIFTY THOUSAND DOLLARS, and (iii) contract
27 for printing TO AN AMOUNT NOT EXCEEDING FIFTY THOUSAND DOLLARS, without
28 prior approval by any other state officer or agency, but subject to
29 rules and regulations OR GUIDELINES of the state comptroller not other-
30 wise inconsistent with the provisions of this section and in accordance
31 with the guidelines promulgated by the city university board of trustees
32 after consultation with the state comptroller. IN ADDITION, THE TRUS-
33 TEES ARE AUTHORIZED TO ANNUALLY NEGOTIATE WITH THE STATE COMPTROLLER
34 INCREASES IN THE AFOREMENTIONED DOLLAR LIMITS AND THE EXEMPTION OF ANY
35 ARTICLES, CATEGORIES OF ARTICLES OR COMMODITIES FROM THESE LIMITS.
36 GUIDELINES PROMULGATED BY THE CITY UNIVERSITY BOARD OF TRUSTEES SHALL,
37 TO THE EXTENT PRACTICABLE, REQUIRE THAT COMPETITIVE PROPOSALS BE SOLIC-
38 ITED FOR PURCHASES, AND SHALL INCLUDE REQUIREMENTS THAT PURCHASES AND
39 CONTRACTS AUTHORIZED UNDER THIS SECTION BE AT THE LOWEST POSSIBLE PRICE.

40 [(2) execute contracts for services to an amount not exceeding twenty
41 thousand dollars without prior approval by any other state officer or
42 agency, but subject to rules and regulations of the state comptroller
43 not otherwise inconsistent with the provisions of this section and in
44 accordance with the guidelines promulgated by the city university board
45 of trustees after consultation with the state comptroller. In addition,
46 the trustees, after consultation with the commissioner of general
47 services, are authorized to annually negotiate with the state comp-
48 troller increases in the aforementioned dollar limits and the exemption
49 of any services or categories of services from these limits.

50 a-1. Guidelines promulgated by the city university board of trustees
51 shall, to the extent practicable, require that competitive proposals be
52 solicited for purchases, and shall include requirements that purchases
53 and contracts authorized under this section be at the lowest available
54 price.]

55 S 6. Section 6283 of the education law is REPEALED.

1 S 7. This act shall take effect immediately; provided, however, that
2 the amendments to subdivisions 5 and 6 and paragraph b of subdivision 16
3 of section 355, subdivision 12 of section 373, and subdivisions a and
4 a-1 of section 6218 of the education law made by sections two, three,
5 four and five of this act shall not affect the expiration of such
6 provisions pursuant to section 4 of subpart B of part D of chapter 58 of
7 the laws of 2011, as amended, and shall be deemed to expire therewith.

8 PART B

9 Section 1. Subdivision 1 of section 2879 of the public authorities
10 law, as amended by chapter 564 of the laws of 1988, is amended to read
11 as follows:

12 1. Every public authority and public benefit corporation, a majority
13 of the members of which consist of persons either appointed by the
14 governor or who serve as members by virtue of holding a civil office of
15 the state, or a combination thereof, (such entities to be hereinafter in
16 this section referred to as "corporation") shall adopt by resolution
17 comprehensive guidelines CONSISTENT WITH THE METHODS OF EVALUATING BIDS
18 AND PROPOSALS AND AWARDING OF CONTRACTS AUTHORIZED BY SECTIONS ONE
19 HUNDRED THIRTY-SIX-A, ONE HUNDRED SIXTY-THREE AND ONE HUNDRED
20 SIXTY-THREE-A OF THE STATE FINANCE LAW AND SUBDIVISION SIX OF SECTION
21 EIGHT OF THE PUBLIC BUILDINGS LAW, UNLESS EXPRESSLY AUTHORIZED OTHERWISE
22 BY LAW, which detail the corporation's operative policy and instructions
23 regarding the use, awarding, monitoring and reporting of procurement
24 contracts. Guidelines approved by the corporation shall be annually
25 reviewed and approved by the corporation.

26 S 2. This act shall take effect immediately.

27 PART C

28 Section 1. The public authorities law is amended by adding a new
29 section 2882 to read as follows:

30 S 2882. THIRD PARTY CONTRACTING PROHIBITED. 1. NO STATE AUTHORITY
31 SHALL ENTER INTO A CONTRACT OR AGREEMENT OR EXTEND AN EXISTING CONTRACT
32 OR AGREEMENT WITH ANOTHER ENTITY, UNLESS AUTHORIZED BY SPECIAL ACT OF
33 THE LEGISLATURE, (I) WHERE THE EXCLUSIVE OR PRIMARY ROLE OF SUCH ENTITY
34 UNDER THE CONTRACT OR AGREEMENT IS TO PROCURE GOODS OR SERVICES OF ANY
35 KIND, INCLUDING, BUT NOT LIMITED TO, PUBLIC WORK, CONSTRUCTION, ALTER-
36 ATIONS, OR IMPROVEMENTS TO PUBLIC FACILITIES, GRANT CONTRACTS, EMPLOY-
37 MENT CONTRACTS, REVENUE OR CONCESSION CONTRACTS, THE EXCHANGE OF
38 PERSONAL OR REAL PROPERTY, THE EXCHANGE OF SERVICES, OR ANY COMBINATION
39 THEREOF THROUGH A CONTRACT OR AGREEMENT WITH A THIRD PARTY AND (II)
40 WHERE SUCH ENTITY IS ACTING AS A PROCUREMENT CONDUIT, RATHER THAN BEING
41 DIRECTLY RESPONSIBLE FOR THE GOODS OR SERVICES.

42 2. THE COMPTROLLER MAY PROMULGATE SUCH RULES AND REGULATIONS AS MAY BE
43 NECESSARY TO ENFORCE THIS SECTION, INCLUDING THE STANDARDS FOR DETERMIN-
44 ING WHETHER A CONTRACT IS PROHIBITED BY THIS SECTION.

45 S 2. This act shall take effect immediately and shall apply to
46 contracts entered into on and after such date.

47 PART D

48 Section 1. The state finance law is amended by adding a new section
49 148 to read as follows:

1 S 148. COMPTROLLER APPROVAL OF THE RESEARCH FOUNDATION OF THE STATE
2 UNIVERSITY OF NEW YORK CONTRACTS. NOTWITHSTANDING ANY OTHER PROVISION OF
3 LAW, BEFORE ANY CONTRACT MADE FOR OR BY THE RESEARCH FOUNDATION OF THE
4 STATE UNIVERSITY OF NEW YORK WHICH IS TO BE PAID IN WHOLE OR IN PART
5 FROM MONIES APPROPRIATED OR ASSIGNED BY THE STATE SHALL BE EXECUTED OR
6 BECOME EFFECTIVE, WHENEVER SUCH CONTRACT EXCEEDS ONE MILLION DOLLARS IN
7 AMOUNT, IT SHALL FIRST BE APPROVED BY THE STATE COMPTROLLER AND FILED IN
8 HIS OR HER OFFICE. THE COMPTROLLER SHALL MAKE A FINAL WRITTEN DETERMI-
9 NATION WITH RESPECT TO APPROVAL OF SUCH CONTRACT WITHIN NINETY DAYS OF
10 THE SUBMISSION OF SUCH CONTRACT TO HIS OR HER OFFICE UNLESS THE COMP-
11 TROLLER SHALL NOTIFY, IN WRITING, THE RESEARCH FOUNDATION OF THE STATE
12 UNIVERSITY OF NEW YORK PRIOR TO THE EXPIRATION OF THE NINETY DAY PERIOD,
13 AND FOR GOOD CAUSE, OF THE NEED FOR AN EXTENSION OF NOT MORE THAN
14 FIFTEEN DAYS, OR A REASONABLE PERIOD OF TIME AGREED TO BY THE RESEARCH
15 FOUNDATION OF THE STATE UNIVERSITY OF NEW YORK AND PROVIDED, FURTHER,
16 THAT SUCH WRITTEN DETERMINATION OR EXTENSION SHALL BE MADE PART OF THE
17 PROCUREMENT RECORD.

18 S 2. This act shall take effect immediately and shall apply to
19 contracts entered into on and after such date.

20 PART E

21 Section 1. Section 139-b of the state finance law is amended by adding
22 two new subdivisions 3 and 4 to read as follows:

23 3. A STATE CONTRACTOR MAY BE DISQUALIFIED FROM SELLING TO OR SUBMIT-
24 TING BIDS TO OR RECEIVING AWARDS FROM OR ENTERING INTO ANY CONTRACTS
25 WITH THE STATE OR ANY PUBLIC DEPARTMENT, AGENCY OR OFFICIAL THEREOF, OR
26 ANY STATE AUTHORITY, AS SUCH TERM IS DEFINED IN SECTION TWO OF THE
27 PUBLIC AUTHORITIES LAW, FOR GOODS, WORK OR SERVICES, FOR A KNOWING AND
28 WILLFUL FAILURE BY A PRINCIPAL TO TIMELY DISCLOSE TO THE CONTRACTING
29 STATE ENTITY CREDIBLE EVIDENCE OF FRAUD, CONFLICT OF INTEREST, UNDUE
30 INFLUENCE OR DURESS, IN CONNECTION WITH THE AWARD OR PERFORMANCE OF A
31 STATE CONTRACT.

32 4. THE OFFICE OF GENERAL SERVICES, UPON BEING NOTIFIED BY A CONTRACT-
33 ING STATE ENTITY OF A POTENTIAL VIOLATION OF SUBDIVISION THREE OF THIS
34 SECTION, SHALL NOTIFY THE STATE CONTRACTOR THAT SUFFICIENT CAUSE EXISTS
35 TO BELIEVE SUCH POTENTIAL VIOLATION HAS OCCURRED AND SHALL PROVIDE THE
36 STATE CONTRACTOR AN OPPORTUNITY TO BE HEARD IN RESPONSE. IN THE EVENT
37 THAT A FINAL DETERMINATION IS MADE THAT THERE HAS BEEN A KNOWING AND
38 WILLFUL VIOLATION BY THE STATE CONTRACTOR, SUCH FINAL DETERMINATION
39 SHALL BE PUBLISHED ON THE OFFICE OF GENERAL SERVICE'S WEBSITE AND SHALL
40 RESULT IN THE STATE CONTRACTOR BEING DISQUALIFIED FROM RECEIVING AWARDS
41 FROM OR ENTERING INTO ANY CONTRACTS WITH THE STATE OR ANY PUBLIC DEPART-
42 MENT, AGENCY OR OFFICIAL THEREOF, OR ANY STATE AUTHORITY, AS SUCH TERM
43 IS DEFINED IN SECTION TWO OF THE PUBLIC AUTHORITIES LAW, FOR GOODS, WORK
44 OR SERVICES FOR A PERIOD OF FIVE YEARS. ANY SUBSEQUENT VIOLATION OF
45 THIS SECTION WILL RESULT IN THE STATE CONTRACTOR BEING PERMANENTLY
46 DISQUALIFIED.

47 S 2. The state finance law is amended by adding three new sections
48 139-l, 139-m and 139-n to read as follows:

49 S 139-L. CONFLICTS OF INTEREST OF STATE OFFICERS AND EMPLOYEES IN
50 STATE PROCUREMENTS; PROHIBITED. (A) NO STATE OFFICER OR EMPLOYEE AS
51 DEFINED IN PUBLIC OFFICERS LAW SECTION SEVENTY-THREE SHALL:

52 1. HAVE ANY INTEREST, FINANCIAL OR OTHERWISE, DIRECT OR INDIRECT, IN
53 ANY CONTRACT OTHER THAN ONE PERMISSIBLE PURSUANT TO PARAGRAPH (A) OF
54 SUBDIVISION FOUR OF SECTION SEVENTY-THREE OF THE PUBLIC OFFICERS LAW; OR

1 2. TAKE ANY ACTION OR OTHERWISE INVOLVE HIMSELF OR HERSELF IN ANY
2 ACTIVITY WHICH, PURSUANT TO THE PROVISIONS OF THIS CHAPTER OR THE PUBLIC
3 OFFICERS LAW, WOULD BE DEEMED A CONFLICT OF INTEREST FOR A STATE OFFICER
4 OR EMPLOYEE THAT MAY REASONABLY BE EXPECTED TO IMPAIR THE OFFICER'S OR
5 EMPLOYEE'S INDEPENDENT JUDGMENT OR ABILITY TO ACT IMPARTIALLY AND IN THE
6 BEST INTEREST OF THE STATE, OR THAT MAY REASONABLY CREATE THE APPEARANCE
7 OF IMPROPRIETY THROUGH THE APPEARANCE OF FAVORITISM OR PREFERENTIAL
8 TREATMENT.

9 (B) IF SUCH CONFLICT OF INTEREST EXISTS, THE STATE OFFICER OR EMPLOYEE
10 MUST IMMEDIATELY RECUSE HIMSELF OR HERSELF IN WRITING FROM THE PROCURE-
11 MENT AND SUBMIT SUCH RECUSAL TO THE STATE AGENCY OFFICER IN CHARGE OF
12 PROCUREMENT AND CONTRACTING TO BE INCLUDED IN THE PROCUREMENT RECORD TO
13 THE STATE AGENCY'S ETHICS OFFICER, AND TO THE AGENCY HEAD.

14 S 139-M. STATE OFFICER OR EMPLOYEE CERTIFICATION; NO UNDUE INFLUENCE.
15 EACH STATE OFFICER OR EMPLOYEE AS DEFINED IN PUBLIC OFFICERS LAW SECTION
16 SEVENTY-THREE OR STATE CONSULTANT WHO EXERCISED DISCRETION OR DECISION
17 MAKING IN HOW A STATE CONTRACT WAS ADVERTISED, HOW THE BIDS OR PROPOSALS
18 WERE EVALUATED, HOW THE CONTRACTOR WAS SELECTED, OR WHO SIGNED THE
19 CONTRACT FOR THE AGENCY, SHALL CERTIFY IN WRITING THAT NO UNDUE INFLU-
20 ENCE WAS EXERTED UPON HIM OR HER, AND THAT TO THE BEST OF HIS OR HER
21 KNOWLEDGE THAT THERE IS A REASONABLE BASIS TO BELIEVE THAT THE CONTRACT
22 WAS NOT PROCURED THROUGH FRAUD, DURESS OR UNDUE INFLUENCE. THE CERTIF-
23 ICATION SHALL BECOME PART OF THE PROCUREMENT RECORD.

24 S 139-N. STATE CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (A)
25 DEFINITIONS. FOR PURPOSES OF THIS SECTION:

26 1. THE TERM "STATE CONTRACTOR" SHALL MEAN ANY INDIVIDUAL, ORGANIZA-
27 TION, CORPORATION, SOLE PROPRIETORSHIP, PARTNERSHIP, NONPROFIT, JOINT
28 VENTURE, ASSOCIATION, OR ANY COMBINATION THEREOF THAT IS PURSUING OR
29 CONDUCTING BUSINESS WITH AND/OR ON BEHALF OF A STATE AGENCY, INCLUDING,
30 WITHOUT LIMITATION, CONSULTANTS, SUPPLIERS, MANUFACTURERS, AND ANY OTHER
31 VENDORS, BIDDERS OR PROPOSERS.

32 2. THE TERM "STATE AGENCY" SHALL MEAN ANY STATE DEPARTMENT, OR DIVI-
33 SION, BOARD, COMMISSION, OR BUREAU OF ANY STATE DEPARTMENT.

34 (B) POLICY. STATE CONTRACTORS MUST CONDUCT THEMSELVES WITH THE HIGHEST
35 DEGREE OF INTEGRITY AND HONESTY. NO STATE CONTRACTOR SHOULD TAKE ACTION
36 TO VIOLATE OR CIRCUMVENT STATE PROCUREMENT OR ETHICS LAWS.

37 (C) STATE CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. RULE WITH
38 RESPECT TO CONFLICTS OF INTEREST. NO STATE CONTRACTOR SHOULD HAVE ANY
39 INTEREST, FINANCIAL OR OTHERWISE, DIRECT OR INDIRECT, OR ENGAGE IN ANY
40 BUSINESS OR TRANSACTION OR PROFESSIONAL ACTIVITY OR INCUR ANY OBLIGATION
41 OF ANY NATURE, WHICH IS IN SUBSTANTIAL CONFLICT WITH THE PROPER
42 EXECUTION OF DUTIES AND RESPONSIBILITIES UNDER THE STATE CONTRACT.

43 (D) STANDARDS. 1. NO STATE CONTRACTOR SHOULD ENGAGE IN ANY BUSINESS OR
44 PROFESSIONAL ACTIVITY WHICH WILL IMPAIR HIS OR HER INDEPENDENCE OF JUDG-
45 MENT IN THE EXERCISE OF DUTIES AND RESPONSIBILITIES UNDER THE STATE
46 CONTRACT.

47 2. NO STATE CONTRACTOR SHOULD ENGAGE IN ANY BUSINESS OR PROFESSIONAL
48 ACTIVITY WHICH WILL REQUIRE HIM OR HER TO DISCLOSE CONFIDENTIAL INFORMA-
49 TION ACQUIRED BY REASON OF PERFORMANCE OF DUTIES AND RESPONSIBILITIES
50 UNDER THE STATE CONTRACT NOR USE SUCH INFORMATION TO FURTHER HIS OR HER
51 PERSONAL INTERESTS.

52 3. NO STATE CONTRACTOR SHOULD ATTEMPT TO SECURE UNWARRANTED PRIVILEGES
53 OR EXEMPTIONS FOR HIMSELF OR HERSELF OR OTHERS, INCLUDING BUT NOT LIMIT-
54 ED TO, THE MISAPPROPRIATION TO HIMSELF, HERSELF OR TO OTHERS OF THE
55 PROPERTY, SERVICES OR OTHER RESOURCES OF THE STATE FOR PRIVATE BUSINESS
56 OR OTHER COMPENSATED NON-GOVERNMENTAL PURPOSES.

1 4. NO STATE CONTRACTOR SHOULD ENGAGE IN ANY TRANSACTION WITH ANY BUSI-
 2 NESS ENTITY IN WHICH HE OR SHE HAS A DIRECT OR INDIRECT FINANCIAL INTER-
 3 EST THAT MIGHT REASONABLY TEND TO CONFLICT WITH THE PROPER DISCHARGE OF
 4 HIS OR HER DUTIES AND RESPONSIBILITIES UNDER THE STATE CONTRACT.

5 5. A STATE CONTRACTOR SHOULD NOT BY HIS OR HER CONDUCT GIVE REASONABLE
 6 BASIS FOR THE IMPRESSION THAT ANY PERSON CAN IMPROPERLY INFLUENCE HIM OR
 7 HER OR UNDULY ENJOY HIS OR HER FAVOR IN THE PERFORMANCE OF HIS OR HER
 8 OFFICIAL DUTIES UNDER THE CONTRACT, OR THAT HE OR SHE IS AFFECTED BY THE
 9 KINSHIP, RANK, POSITION OR INFLUENCE OF ANY PARTY OR PERSON.

10 6. A STATE CONTRACTOR SHOULD ABSTAIN FROM MAKING PERSONAL INVESTMENTS
 11 IN ENTERPRISES WHICH HE OR SHE HAS REASON TO BELIEVE MAY BE DIRECTLY
 12 INVOLVED IN DECISIONS TO BE MADE BY HIM OR HER OR WHICH WILL OTHERWISE
 13 CREATE SUBSTANTIAL CONFLICT BETWEEN HIS OR HER DUTY AND RESPONSIBILITIES
 14 UNDER THE STATE CONTRACT AND HIS OR HER PRIVATE INTEREST.

15 7. A STATE CONTRACTOR SHOULD ENDEAVOR TO PURSUE A COURSE OF CONDUCT
 16 WHICH WILL NOT RAISE SUSPICION THAT HE OR SHE IS LIKELY TO BE ENGAGED IN
 17 ACTS IN VIOLATION OF STATE PROCUREMENT OR ETHICS LAWS.

18 (E) VIOLATIONS. IN ADDITION TO ANY PENALTY CONTAINED IN ANY OTHER
 19 PROVISION OF LAW, A STATE AGENCY MAY, IN ITS DISCRETION, TERMINATE A
 20 CONTRACT THAT WAS AWARDED IN VIOLATION OF THE REQUIREMENTS OF THIS
 21 SECTION. ANY STATE CONTRACTOR WHO KNOWINGLY AND INTENTIONALLY VIOLATES
 22 THE STATE CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT SHALL BE
 23 SUBJECT TO A CIVIL PENALTY IN AN AMOUNT NOT TO EXCEED TEN THOUSAND
 24 DOLLARS AND THE VALUE OF ANY BENEFIT RECEIVED AS A RESULT OF SUCH
 25 VIOLATION.

26 S 3. Article 1 of the public authorities law is amended by adding a
 27 new title 3 to read as follows:

28 TITLE 3

29 ETHICAL STANDARDS FOR STATE AUTHORITIES AND STATE AUTHORITY CONTRACTORS

30 SECTION 10. CONFLICTS OF INTEREST OF STATE AUTHORITY BOARD MEMBERS,
 31 OFFICERS AND EMPLOYEES IN AUTHORITY PROCUREMENTS; PROHIB-
 32 ITED.

33 11. STATE AUTHORITY BOARD MEMBER, OFFICER AND EMPLOYEE CERTIF-
 34 ICATION; NO UNDUE INFLUENCE

35 12. CODE OF BUSINESS ETHICS AND CONDUCT FOR STATE AUTHORITY
 36 CONTRACTORS.

37 13. STATE AUTHORITY CONTRACTOR DISQUALIFICATION.

38 S 10. CONFLICTS OF INTEREST OF STATE AUTHORITY BOARD MEMBERS, OFFICERS
 39 AND EMPLOYEES IN AUTHORITY PROCUREMENTS; PROHIBITED. 1. NO STATE AUTHOR-
 40 ITY BOARD MEMBER, OFFICER OR EMPLOYEE SHALL WITH RESPECT TO ANY STATE
 41 CONTRACT OR STATE AUTHORITY CONTRACT:

42 (A) HAVE ANY INTEREST, FINANCIAL OR OTHERWISE, DIRECT OR INDIRECT, IN
 43 ANY CONTRACT OTHER THAN ONE PERMISSIBLE PURSUANT TO PARAGRAPH (A) OF
 44 SUBDIVISION FOUR OF SECTION SEVENTY-THREE OF THE PUBLIC OFFICERS LAW; OR

45 (B) TAKE ANY ACTION OR OTHERWISE INVOLVE HIMSELF OR HERSELF IN ANY
 46 ACTIVITY WHICH, PURSUANT TO THE PROVISIONS OF THIS CHAPTER OR THE PUBLIC
 47 OFFICERS LAW, WOULD BE DEEMED A CONFLICT OF INTEREST THAT MAY REASONABLY
 48 BE EXPECTED TO IMPAIR THE BOARD MEMBER'S, OFFICER'S OR EMPLOYEE'S INDE-
 49 PENDENT JUDGMENT OR ABILITY TO ACT IMPARTIALLY AND IN THE BEST INTEREST
 50 OF THE STATE AUTHORITY, OR THAT MAY REASONABLY CREATE THE APPEARANCE OF
 51 IMPROPRIETY THROUGH THE APPEARANCE OF FAVORITISM OR PREFERENTIAL TREAT-
 52 MENT.

53 2. IF SUCH CONFLICT OF INTEREST EXISTS, THE STATE AUTHORITY BOARD
 54 MEMBER, OFFICER OR EMPLOYEE MUST IMMEDIATELY RECUSE HIMSELF OR HERSELF
 55 IN WRITING AND SUBMIT SUCH RECUSAL TO THE STATE AUTHORITY'S ETHICS OFFI-

1 CER AND ANY OFFICIAL OR COMMITTEE CHARGED WITH OVERSEEING ETHICAL
2 CONDUCT IN THE AUTHORITY, THE CHIEF EXECUTIVE OFFICIAL OF THE AUTHORITY
3 AND THE BOARD CHAIR, AS APPROPRIATE, THE APPOINTING OFFICIAL, AND THE
4 OFFICER IN CHARGE OF THE AUTHORITY'S PROCUREMENTS TO BE INCLUDED IN THE
5 STATE AUTHORITY'S PROCUREMENT RECORD. ANY STATE AUTHORITY BOARD MEMBER
6 WHO SUBMITS SUCH RECUSAL SHALL ALSO SUBMIT SUCH RECUSAL TO THE APPOINT-
7 ING OFFICIAL WITH RESPONSIBILITY FOR SUCH BOARD MEMBER'S APPOINTMENT
8 AND, IN THE CASE OF BOARD MEMBERS APPOINTED AT THE RECOMMENDATION OF
9 ANOTHER OFFICIAL, MUST ALSO SUBMIT SUCH RECUSAL TO THE RECOMMENDING
10 OFFICIAL.

11 S 11. STATE AUTHORITY BOARD MEMBER, OFFICER OR EMPLOYEE CERTIFICATION;
12 NO UNDUE INFLUENCE. EACH STATE AUTHORITY BOARD MEMBER, OFFICER OR
13 EMPLOYEE WHO EXERCISED DISCRETION OR DECISION MAKING IN HOW A STATE
14 AUTHORITY CONTRACT WAS ADVERTISED, HOW THE BIDS OR PROPOSALS WERE EVALU-
15 ATED, HOW THE CONTRACTOR WAS SELECTED, OR WHO SIGNED THE CONTRACT FOR
16 THE STATE AUTHORITY, SHALL CERTIFY IN WRITING THAT NO UNDUE INFLUENCE
17 WAS EXERTED UPON HIM OR HER, AND THAT TO THE BEST OF HIS OR HER KNOW-
18 LEDGE THAT THERE IS A REASONABLE BASIS TO BELIEVE THAT THE CONTRACT WAS
19 NOT PROCURED THROUGH FRAUD, DURESS OR UNDUE INFLUENCE. THE CERTIFICATION
20 SHALL BECOME PART OF THE STATE AUTHORITY'S PROCUREMENT RECORD.

21 S 12. CODE OF BUSINESS ETHICS AND CONDUCT FOR STATE AUTHORITY CONTRAC-
22 TORS. 1. POLICY. STATE AUTHORITY CONTRACTORS AND SUBCONTRACTORS MUST
23 CONDUCT THEMSELVES WITH THE HIGHEST DEGREE OF INTEGRITY AND HONESTY. NO
24 STATE AUTHORITY CONTRACTOR SHOULD TAKE ACTION TO VIOLATE OR CIRCUMVENT
25 STATE PROCUREMENT OR ETHICS LAWS. FOR PURPOSES OF THIS SECTION, THE TERM
26 "STATE AUTHORITY CONTRACTOR" SHALL MEAN ANY INDIVIDUAL, ORGANIZATION,
27 CORPORATION, SOLE PROPRIETORSHIP, PARTNERSHIP, NONPROFIT, JOINT VENTURE,
28 ASSOCIATION, OR ANY COMBINATION THEREOF THAT IS PURSUING OR CONDUCTING
29 BUSINESS WITH AND/OR ON BEHALF OF A STATE AUTHORITY, INCLUDING, WITHOUT
30 LIMITATION, CONSULTANTS, SUPPLIERS, MANUFACTURERS, AND ANY OTHER
31 VENDORS, BIDDERS OR PROPOSERS.

32 2. CODE OF BUSINESS ETHICS AND CONDUCT FOR STATE AUTHORITY CONTRAC-
33 TORS. RULE WITH RESPECT TO CONFLICTS OF INTEREST. NO STATE AUTHORITY
34 CONTRACTOR SHOULD HAVE ANY INTEREST, FINANCIAL OR OTHERWISE, DIRECT OR
35 INDIRECT, OR ENGAGE IN ANY BUSINESS OR TRANSACTION OR PROFESSIONAL
36 ACTIVITY OR INCUR ANY OBLIGATION OF ANY NATURE, WHICH IS IN SUBSTANTIAL
37 CONFLICT WITH THE PROPER EXECUTION OF DUTIES AND RESPONSIBILITIES UNDER
38 THE CONTRACT.

39 3. STANDARDS. (A) NO STATE AUTHORITY CONTRACTOR SHOULD ENGAGE IN ANY
40 BUSINESS OR PROFESSIONAL ACTIVITY WHICH WILL IMPAIR HIS OR HER INDEPEND-
41 ENCE OF JUDGMENT IN THE EXERCISE OF DUTIES AND RESPONSIBILITIES UNDER
42 THE CONTRACT.

43 (B) NO STATE AUTHORITY CONTRACTOR SHOULD ENGAGE IN ANY BUSINESS OR
44 PROFESSIONAL ACTIVITY WHICH WILL REQUIRE HIM OR HER TO DISCLOSE CONFID-
45 ENTIAL INFORMATION ACQUIRED BY REASON OF PERFORMANCE OF DUTIES AND
46 RESPONSIBILITIES UNDER THE CONTRACT, NOR USE SUCH INFORMATION TO FURTHER
47 HIS OR HER PERSONAL INTERESTS.

48 (C) NO STATE AUTHORITY CONTRACTOR SHOULD ATTEMPT TO SECURE UNWARRANTED
49 PRIVILEGES OR EXEMPTIONS FOR HIMSELF OR HERSELF OR OTHERS, INCLUDING BUT
50 NOT LIMITED TO, THE MISAPPROPRIATION TO HIMSELF, HERSELF OR TO OTHERS OF
51 THE PROPERTY, SERVICES OR OTHER RESOURCES OF THE STATE AUTHORITY FOR
52 PRIVATE BUSINESS OR OTHER COMPENSATED NON-GOVERNMENTAL PURPOSES.

53 (D) NO STATE AUTHORITY CONTRACTOR SHOULD ENGAGE IN ANY TRANSACTION
54 WITH ANY BUSINESS ENTITY IN WHICH HE OR SHE HAS A DIRECT OR INDIRECT
55 FINANCIAL INTEREST THAT MIGHT REASONABLY TEND TO CONFLICT WITH THE PROP-

1 ER DISCHARGE OF HIS OR HER DUTIES AND RESPONSIBILITIES UNDER THE
2 CONTRACT.

3 (E) A STATE AUTHORITY CONTRACTOR SHOULD NOT BY HIS OR HER CONDUCT GIVE
4 REASONABLE BASIS FOR THE IMPRESSION THAT ANY PERSON CAN IMPROPERLY
5 INFLUENCE HIM OR HER OR UNDULY ENJOY HIS OR HER FAVOR IN THE PERFORMANCE
6 OF HIS OR HER DUTIES UNDER THE CONTRACT, OR THAT HE OR SHE IS AFFECTED
7 BY THE KINSHIP, RANK, POSITION OR INFLUENCE OF ANY PARTY OR PERSON.

8 (F) A STATE AUTHORITY CONTRACTOR SHOULD ABSTAIN FROM MAKING PERSONAL
9 INVESTMENTS IN ENTERPRISES WHICH HE OR SHE HAS REASON TO BELIEVE MAY BE
10 DIRECTLY INVOLVED IN DECISIONS TO BE MADE BY HIM OR HER OR WHICH WILL
11 OTHERWISE CREATE SUBSTANTIAL CONFLICT BETWEEN HIS OR HER DUTY AND
12 RESPONSIBILITIES UNDER THE CONTRACT AND HIS OR HER PRIVATE INTEREST.

13 (G) A STATE AUTHORITY CONTRACTOR SHOULD ENDEAVOR TO PURSUE A COURSE OF
14 CONDUCT WHICH WILL NOT RAISE SUSPICION THAT HE OR SHE IS LIKELY TO BE
15 ENGAGED IN ACTS IN VIOLATION OF STATE PROCUREMENT OR ETHICS LAWS.

16 4. VIOLATIONS. IN ADDITION TO ANY PENALTY CONTAINED IN ANY OTHER
17 PROVISION OF LAW, THE PROCURING STATE AUTHORITY MAY, IN ITS DISCRETION,
18 TERMINATE A CONTRACT THAT WAS AWARDED IN VIOLATION OF THE REQUIREMENTS
19 OF THIS SECTION.

20 ANY STATE AUTHORITY CONTRACTOR WHO KNOWINGLY AND INTENTIONALLY
21 VIOLATES THE CODE OF BUSINESS ETHICS AND CONDUCT FOR STATE AUTHORITY
22 CONTRACTORS SHALL BE SUBJECT TO A CIVIL PENALTY IN AN AMOUNT NOT TO
23 EXCEED TEN THOUSAND DOLLARS AND THE VALUE OF ANY BENEFIT RECEIVED AS A
24 RESULT OF SUCH VIOLATION.

25 S 13. STATE AUTHORITY CONTRACTOR DISQUALIFICATION. 1. A STATE AUTHOR-
26 ITY CONTRACTOR MAY BE DISQUALIFIED FROM SELLING TO OR SUBMITTING BIDS TO
27 OR RECEIVING AWARDS FROM OR ENTERING INTO ANY CONTRACTS WITH A STATE
28 AUTHORITY FOR A KNOWING AND WILLFUL FAILURE BY A PRINCIPAL TO TIMELY
29 DISCLOSE TO THE CONTRACTING STATE AUTHORITY CREDIBLE EVIDENCE OF FRAUD,
30 CONFLICT OF INTEREST, UNDUE INFLUENCE OR DURESS IN CONNECTION WITH THE
31 AWARD OR PERFORMANCE OF A STATE AUTHORITY CONTRACT.

32 2. IF A STATE AUTHORITY HAS SUFFICIENT CAUSE TO BELIEVE THAT A
33 VIOLATION OF SUBDIVISION ONE OF THIS SECTION HAS OCCURRED, THE STATE
34 AUTHORITY SHALL NOTIFY THE STATE AUTHORITY CONTRACTOR AND SHALL PROVIDE
35 THE STATE AUTHORITY CONTRACTOR AN OPPORTUNITY TO BE HEARD IN RESPONSE.
36 IN THE EVENT THAT THERE IS A FINAL DETERMINATION THAT THERE HAS BEEN A
37 KNOWING AND WILLFUL VIOLATION BY THE STATE AUTHORITY CONTRACTOR, SUCH
38 FINAL DETERMINATION SHALL RESULT IN THE STATE AUTHORITY CONTRACTOR BEING
39 DISQUALIFIED FROM SELLING TO OR SUBMITTING BIDS TO OR RECEIVING AWARDS
40 FROM OR ENTERING INTO ANY CONTRACTS WITH A STATE AUTHORITY FOR A PERIOD
41 OF FIVE YEARS. ANY SUBSEQUENT VIOLATION OF THIS SECTION WILL RESULT IN
42 THE STATE AUTHORITY CONTRACTOR BEING PERMANENTLY DISQUALIFIED. THE STATE
43 AUTHORITY SHALL PROVIDE NOTICE OF ANY DISQUALIFICATION PURSUANT TO THIS
44 SECTION TO THE OFFICE OF GENERAL SERVICES WHO SHALL PUBLISH SUCH NOTICE
45 ON ITS WEBSITE.

46 S 4. This act shall take effect immediately.

47 PART F

48 Section 1. Subdivision 3 of section 141 of the economic development
49 law, as amended by section 14 of part L of chapter 55 of the laws of
50 2012, is amended as follows:

51 3. "Procurement contract" shall mean any written agreement entered
52 into by an agency for the acquisition of goods, services, or
53 construction of any kind, INCLUDING AGREEMENTS AWARDED BY AN AGENCY TO A
54 SINGLE SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCURE-

1 MENT THAT IS NOT COMPETITIVE, in the actual or estimated amount of fifty
2 thousand dollars or more. The term does not include an agreement for
3 employment in the civil service.

4 S 2. Paragraph (c) of subdivision 2 and subdivision 5 of section 142
5 of the economic development law, as amended by chapter 137 of the laws
6 of 2008, are amended and a new paragraph (d) is added to subdivision 2
7 to read as follows:

8 (c) for all [other] procurement contracts issued by agencies PURSUANT
9 TO A COMPETITIVE METHOD OF PROCUREMENT INCLUDING, BUT NOT LIMITED TO, AN
10 INVITATION FOR BID, REQUEST FOR PROPOSALS OR OTHER MEANS OF SOLICITA-
11 TION, FOR AN AMOUNT IN EXCESS OF FIFTY THOUSAND DOLLARS (i) the name of
12 the contracting agency; (ii) the contract identification number; (iii) a
13 brief description of the goods or services sought, the location where
14 goods are to be delivered or services provided and the contract term;
15 (iv) the address where bids or proposals are to be submitted; (v) the
16 date when bids or proposals are due; (vi) a description of any eligibil-
17 ity or qualification requirement or preference; (vii) a statement as to
18 whether the contract requirements may be fulfilled by a subcontracting,
19 joint venture, or co-production arrangement; (viii) any other informa-
20 tion deemed useful to potential contractors; (ix) the name, address, and
21 telephone number of the person to be contacted for additional informa-
22 tion; and (x) a statement as to whether the goods or services sought had
23 in the immediately preceding three year period been supplied by a
24 foreign business enterprise.

25 (D) FOR ALL PROCUREMENT CONTRACTS ISSUED BY AGENCIES TO A SINGLE
26 SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT
27 THAT IS NOT COMPETITIVE, FOR AN AMOUNT IN EXCESS OF FIFTY THOUSAND
28 DOLLARS (I) THE NAME OF THE CONTRACTING AGENCY; (II) THE NAME OF THE
29 RECIPIENT OF THE INTENDED CONTRACT, IF KNOWN AT THE TIME; (III) THE
30 CONTRACT IDENTIFICATION NUMBER; (IV) A BRIEF DESCRIPTION OF THE GOODS OR
31 SERVICES SOUGHT, THE LOCATION WHERE GOODS ARE TO BE DELIVERED OR
32 SERVICES PROVIDED AND THE CONTRACT TERM; (V) A DESCRIPTION OF ANY ELIGI-
33 BILITY OR QUALIFICATION REQUIREMENT OR PREFERENCE; (VI) A STATEMENT AS
34 TO WHETHER THE CONTRACT REQUIREMENTS MAY BE FULFILLED BY A SUBCONTRACT-
35 ING, JOINT VENTURE, OR CO-PRODUCTION ARRANGEMENT; (VII) ANY OTHER INFOR-
36 MATION DEEMED USEFUL TO POTENTIAL CONTRACTORS; (VIII) THE NAME, ADDRESS,
37 AND TELEPHONE NUMBER OF THE PERSON TO BE CONTACTED FOR ADDITIONAL INFOR-
38 MATION; AND (IX) A STATEMENT AS TO WHETHER THE GOODS OR SERVICES SOUGHT
39 HAD IN THE IMMEDIATELY PRECEDING THREE YEAR PERIOD BEEN SUPPLIED BY A
40 FOREIGN BUSINESS ENTERPRISE.

41 5. In addition to any other notice of procurement contract opportu-
42 nities required in this section, for procurement contracts in the amount
43 of two hundred thousand dollars or more to be awarded by all [state]
44 agencies, each agency shall prepare for inclusion in the procurement
45 opportunities newsletter (a) a semi-annual listing of projected procure-
46 ment purchases by category, INCLUDING PROJECTED PURCHASES TO BE AWARDED
47 TO A SINGLE SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF
48 PROCUREMENT THAT IS NOT COMPETITIVE; (b) an explanation of how to apply
49 for placement on any bidder list maintained by the agency; and (c) a
50 description of procedures for providing advance notification by mail to
51 individuals or business entities on such bidder lists of any request for
52 proposals, in accordance with rules and regulations promulgated by the
53 agency. The commissioner, in consultation with each agency, shall
54 arrange a schedule for each agency's semi-annual listing.

55 S 3. Subdivisions 1 and 4 of section 143 of the economic development
56 law, subdivision 1 as added by chapter 564 of the laws of 1988 and

1 subdivision 4 as added by section 16 of part L of chapter 55 of the laws
2 of 2012, are amended to read as follows:

3 1. Prior to awarding any procurement contract, each agency shall
4 submit to the commissioner information sufficient to enable publication
5 of the notices of procurement contract opportunities described in subdi-
6 vision two of section one hundred forty-two of this article. Such infor-
7 mation shall be submitted to the commissioner in sufficient time to
8 allow a minimum of fifteen business days between publication of such
9 notice and the date on which a bid or proposal is due, except where a
10 shorter period is specifically authorized by law PROVIDED, HOWEVER:

11 (A) IN THE CASE OF PROCUREMENT CONTRACTS ISSUED BY A PUBLIC BENEFIT
12 CORPORATION OR STATE AUTHORITY WHOSE CONTRACTS AND PAYMENTS ARE NOT
13 APPROVED AND PRE-AUDITED BY THE COMPTROLLER, TO A SINGLE SOURCE, A SOLE
14 SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT THAT IS NOT
15 COMPETITIVE, IN SUFFICIENT TIME TO ALLOW A MINIMUM OF FIFTEEN BUSINESS
16 DAYS BETWEEN PUBLICATION OF SUCH NOTICE AND THE DATE ON WHICH THE STATE
17 AUTHORITY OR PUBLIC BENEFIT CORPORATION INTENDS TO MAKE A CONTRACT
18 AWARD; OR

19 (B) IN THE CASE OF PROCUREMENT CONTRACTS ISSUED BY AGENCIES OTHER THAN
20 PUBLIC BENEFIT CORPORATIONS OR STATE AUTHORITIES, TO A SINGLE SOURCE, A
21 SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT THAT IS NOT
22 COMPETITIVE, IN SUFFICIENT TIME TO ALLOW A MINIMUM OF FIFTEEN BUSINESS
23 DAYS BETWEEN PUBLICATION OF SUCH NOTICE AND THE DATE THE AGENCY INTENDS
24 TO DELIVER THE REQUEST FOR EXEMPTION FROM ADVERTISING TO THE STATE COMP-
25 TROLLER.

26 4. At the time an agency enters into a contract with a single or sole
27 source provider pursuant to section one hundred sixty-three of the state
28 finance law, OR PURSUANT TO ANY OTHER METHOD OF PROCUREMENT THAT IS NOT
29 COMPETITIVE, for an amount in excess of fifty thousand dollars, such
30 agency shall submit an announcement of the intended contract for inclu-
31 sion in the procurement opportunities newsletter, and shall specify the
32 recipient of the contract.

33 S 4. Section 146 of the economic development law, as amended by chap-
34 ter 173 of the laws of 2014, is amended to read as follows:

35 S 146. Approval of comptroller. The comptroller shall not approve or
36 file any procurement contract for the acquisition of goods or services,
37 OR CONSTRUCTION OF ANY KIND, in the amount of fifty thousand dollars or
38 more unless notice as provided in section one hundred forty-two of this
39 article shall first have been published in the procurement opportunities
40 newsletter at least fifteen business days prior to the date on which a
41 bid or proposal was due OR, IN THE CASE OF PROCUREMENT CONTRACTS ISSUED
42 TO A SINGLE SOURCE, A SOLE SOURCE OR PURSUANT TO ANY OTHER METHOD OF
43 PROCUREMENT THAT IS NOT COMPETITIVE, AT LEAST FIFTEEN BUSINESS DAYS
44 PRIOR TO THE DATE ON WHICH THE AGENCY INTENDS TO DELIVER THE REQUEST FOR
45 EXEMPTION FROM ADVERTISING TO THE STATE COMPTROLLER AND ENTER INTO THE
46 CONTRACT. Provided, however, such requirement of publication of advance
47 notice shall not apply to contracts exempt from such requirement under
48 section one hundred forty-four of this article; provided further, that
49 the comptroller shall not be required to disapprove a contract if he or
50 she determines that there has been substantial compliance with the
51 requirements of section one hundred forty-two and section one hundred
52 forty-three of this article. The foregoing provisions of this section
53 shall not be construed to limit, in any manner, the right of the comp-
54 troller to demand evidence of adequate competition or such other proofs
55 as he or she may require in the discharge of his or her responsibilities

1 pursuant to section one hundred twelve of the state finance law or any
2 other provision of law.

3 S 5. This act shall take effect immediately and shall apply to
4 procurements initiated on and after such date.

5 S 2. Severability clause. If any clause, sentence, paragraph, subdivi-
6 sion, section or part of this act shall be adjudged by any court of
7 competent jurisdiction to be invalid, such judgment shall not affect,
8 impair, or invalidate the remainder thereof, but shall be confined in
9 its operation to the clause, sentence, paragraph, subdivision, section
10 or part thereof directly involved in the controversy in which such judg-
11 ment shall have been rendered. It is hereby declared to be the intent of
12 the legislature that this act would have been enacted even if such
13 invalid provisions had not been included herein.

14 S 3. This act shall take effect immediately provided, however, that
15 the applicable effective date of Parts A through F of this act shall be
16 as specifically set forth in the last section of such Parts.

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

2017111MEMORIALIZATION URGING PASSAGE OF NEW YORK SENATE BILL S3984A AND NEW YORK ASSEMBLY BILL A6355 BY THE NEW YORK STATE LEGISLATURE

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total: 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017111MEMORIALIZATION URGING PASSAGE OF NEW YORK SENATE BILL S3984A AND NEW YORK ASSEMBLY BILL A6355 BY THE NEW YORK STATE LEGISLATURE

Date: June 12, 2017

RESOLUTION NO. 2017112

RE: ESTABLISHING SALARIES OF THE COUNTY COMPTROLLER AND THE COUNTY LEGISLATURE FOR THE TERM COMMENCING THE YEAR 2018

Legislators BORCHERT, MICCIO, BOLNER, LANDISI, INCORONATO, WASHBURN and HORTON offer the following and move its adoption:

WHEREAS, in accordance with the provisions of Local Law No. 4 of 2002, it is necessary and appropriate that this body establish the salaries for the County Comptroller for the years 2018 through 2021 and the County Legislature for the years 2018 and 2019; now therefore, be it

RESOLVED, that the salary of the County Comptroller for the term commencing the year 2018 shall remain at the current salary for 2018 and 2019 and is hereby established as follows:

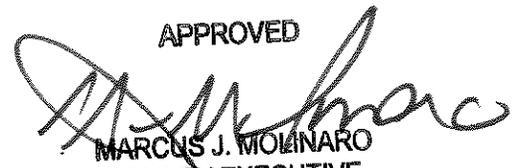
	<u>Year 2018</u>	<u>Year 2019</u>	<u>Year 2020</u>	<u>Year 2021</u>
County Comptroller	\$99,937	\$99,937	\$102,935	\$106,023

; and be it further

RESOLVED, that the salaries of the County Legislature for the term commencing the year 2018 shall remain at the current salary and are hereby re-established as follows:

Years 2018 and 2019

Chair of the Legislature	\$32,960
Majority/Minority Leader	\$23,690
Majority/Minority Whip	\$19,570
Legislator	\$15,450

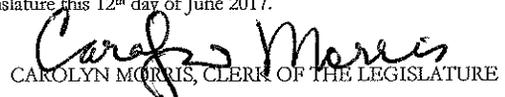
APPROVED

 MARCUS J. MOLINARO
 COUNTY EXECUTIVE
 Date 6/20/2017

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


 CAROLYN MORRIS, CLERK OF THE LEGISLATURE

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____
Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): \$0
Over Five Years: \$9,084

Additional Comments/Explanation:

Prepared by: _____ Prepared On: _____

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	1	
District 17 - Town and Village of Fishkill	Miccio*	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	3	
District 20 - Town of Red Hook	Strawinski*		1
District 14 - Town of Wappinger	Amparo*		2
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)	4	
District 6 - Town of Poughkeepsie	Flesland (C)		3
District 10 - City of Poughkeepsie	Jeter-Jackson		4
District 11 - Towns of Rhinebeck and Clinton	Tyner		5
District 12 - Town of East Fishkill	Metzger	5	
District 15 - Town of Wappinger	Incoronato	6	
District 22 - Towns of Beekman and Union Vale	Coviello	7	

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>7</u>	<u>5</u>
Absent:	<u>0</u>	Motion:	<u> </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2017112 ESTABLISHING SALARIES OF THE COUNTY COMPTROLLER AND THE COUNTY LEGISLATURE FOR THE TERM COMMENCING THE YEAR 2018

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	1	
District 17 - Town and Village of Fishkill	Miccio	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	3	
District 20 - Town of Red Hook	Strawinski		1
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	4	
District 4 - Town of Hyde Park	Black		2
District 5 - Town of Poughkeepsie	Roman	5	
District 6 - Town of Poughkeepsie	Flesland		3
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	6	
District 8 - City and Town of Poughkeepsie	Brendli		4
District 9 - City of Poughkeepsie	Rieser		5
District 10 - City of Poughkeepsie	Jeter-Jackson		6
District 11 - Towns of Rhinebeck and Clinton	Tyner		7
District 12 - Town of East Fishkill	Metzger	7	
District 15 - Town of Wappinger	Incoronato	8	
District 16 - Town of Fishkill and City of Beacon	Forman	9	8
District 18 - City of Beacon and Town of Fishkill	Landisi	9	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	10	
District 21 - Town of East Fishkill	Horton	11	
District 22 - Towns of Beekman and Union Vale	Coviello	12	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	13	
District 24 - Towns of Dover and Union Vale	Surman	14	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	15	

Present:	<u>23</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>15</u>	<u>8</u>
Absent:	<u>1</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>1</u>			Abstentions:	<u>0</u>	

2017112 ESTABLISHING SALARIES OF THE COUNTY COMPTROLLER AND THE COUNTY LEGISLATURE FOR THE TERM COMMENCING THE YEAR 2018

Date: June 12, 2017

RESOLUTION NO. 2017113

RE: AMENDING RESOLUTIONS NO. 2010202, 2012148, 2012228, 2014161, 2016142 AND 2016174, ESTABLISHING STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS

Legislators FLESLAND, SAGLIANO, LANDISI, METZGER and HORTON offer the following and move its adoption:

WHEREAS, in accordance with requirements established by the New York State Office of the State Comptroller and the New York State and Local Retirement Systems, the Dutchess County Legislature has heretofore adopted Resolutions establishing standard work day for elected and appointed officials, pursuant to Resolutions No. 2010202, 2012148, 2012228, 2014161, 2016142 and 2016174, which Resolutions established standard work days for elected and appointed officials so as to report the days worked to the New York State and Local Retirement Systems based upon the record of activities maintained and submitted by those officials to the Clerk of the Dutchess County Legislature; and

WHEREAS, the Clerk of the Dutchess County Legislature has been advised by the New York State Office of the State Comptroller that certain corrections need to be made to the schedules annexed to the aforesaid Resolutions; and

WHEREAS, corrections must be made to various Legislators' days/months reporting as a result of rounding requirements as established by the Office of the State Comptroller as well as corrections to records based upon the submission of four-month logs instead of three-month logs in some instances; now, therefore, be it

RESOLVED, that the schedule attached to Resolution 2010202 is revised in accordance with Schedule "1" annexed hereto, and shall apply only to those identified in Schedule "1" and Resolution 2010202 shall otherwise remain in full force and effect; and be it further

RESOLVED, that the schedule attached to Resolution 2012148 is revised in accordance with Schedule "2" annexed hereto, and shall apply only to those identified in Schedule "2" and Resolution 2012148 shall otherwise remain in full force and effect; and be it further

RESOLVED, that the schedule attached to Resolution 2012228 is revised in accordance with Schedule "3" annexed hereto, and shall apply only to those identified in Schedule "3" and Resolution 2012228 shall otherwise remain in full force and effect; and be it further

RESOLVED, that the schedule attached to Resolution 2014161 is revised in accordance with Schedule "4" annexed hereto, and shall apply only to those identified in Schedule "4" and Resolution 2014161 shall otherwise remain in full force and effect; and be it further

RESOLVED, that the schedule attached to Resolution 2016142 is revised in accordance with Schedule "5" annexed hereto, and shall apply only to those identified in Schedule "5" and Resolution 2016142 shall otherwise remain in full force and effect; and be it further

RESOLVED, that the schedule attached to Resolution 2016174 is revised in accordance with Schedule "6" annexed hereto, and shall apply only to those identified in Schedule "6" and Resolution 2016174 shall otherwise remain in full force and effect; and be it further

RESOLVED, that this Resolution will take effect immediately upon adoption.

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/2017

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

"SCHEDULE 1"
TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

REVISIONS TO RESOLUTION 2010202

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIMEKEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities) from Resolution 2010202	DAYS/MONTH CORRECTION 2010202
Legislature	Boher, Donna	Legislator	01/01/2010-12/31/2011	6	No	*5.5	4.49
Legislature	Horton, Margaret	Legislator	01/01/2010-12/31/2011	6	No	*7.5	6.62
Legislature	Miccio, James	Legislator	01/01/2010-12/31/2011	6	No	*4	3.76
Legislature	Roman, Kenneth	Legislator	01/01/2010-12/31/2011	6	No	*7	5.50
Legislature	Surman, Alan	Legislator	01/01/2010-12/31/2011	6	No	17	16.94
Legislature	Traudt, Benjamin	Legislator	01/01/2010-12/31/2011	6	No	3.5	3.69
Legislature	Cooper, Gary	Majority Leader	01/01/2010-12/31/2011	6	No	9	11.28
Legislature	Tyner, Joel	Legislator	01/01/2010-12/31/2011	6	No	0	13.22
Legislature	Hutchings, Gery	Legislator	01/01/2010-12/31/2011	6	No	20	20.44
Legislature	Kalsey, Michael	Legislator	01/01/2010-12/31/2011	6	No	10.5	14.95

*BASED ON A FOUR MONTH LOG

4-SCHEDULE 2^P

REVISIONS TO RESOLUTION 2012148

TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIMEKEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities) from Resolution 2012148	DAYS/MONTH CORRECTION 2012148
Legislature	Amparo, Francena	Legislator	01/01/2012-12/31/2013	6	No	14	14.19
Legislature	Bolner, Donna	Legislator	01/01/2012-12/31/2013	6	No	*5.5	4.49
Legislature	Fleisland, Angela	Legislator	01/01/2012-12/31/2013	6	No	5	5.03
Legislature	Forman, John	Legislator	01/01/2012-12/31/2013	6	No	**7.5	7.39
Legislature	Horton, Margaret	Legislator	01/01/2012-12/31/2013	6	No	**7	7.10
Legislature	Hutchings, Gerry	Legislator	01/01/2012-12/31/2013	6	No	20	20.44
Legislature	Kelsey, Michael	Legislator	01/01/2012-12/31/2013	6	No	10.5	14.95
Legislature	MacAvery, Alison	Legislator	01/01/2012-12/31/2013	6	No	14.5	13.44
Legislature	Miccio, James	Legislator	01/01/2012-12/31/2013	6	No	*4	3.76
Legislature	Perkins, Richard	Legislator	01/01/2012-12/31/2013	6	No	16	15.78
Legislature	Roman, Kenneth	Legislator	01/01/2012-12/31/2013	6	No	*7	5.50
Legislature	Serino, Susan	Legislator	01/01/2012-12/31/2013	6	No	10	10.44
Legislature	Surman, Alan	Legislator	01/01/2012-12/31/2013	6	No	17	16.94
Legislature	Trandt, Benjamin	Legislator	01/01/2012-12/31/2013	6	No	3.5	3.69
Legislature	Tyner, Joel	Legislator	01/01/2012-12/31/2013	6	No	13	13.22
Legislature	Jeter-Jackson, Barbara	Minority Leader	01/01/2012-12/31/2013	6	No	**12	13.44

*BASED ON A FOUR MONTH LOG
 **NEW LOG

"SCHEDULE 3"

REVISIONS TO RESOLUTION 2012228

TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)	DAYS/MONTH CORRECTION 2012228
Legislature	Sherman, David	Legislator	03/21/2012 - 12/31/2012	6	No	10	10.20

"SCHEDULE 4"

REVISIONS TO RESOLUTION 2014161 TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME-KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)	DAYS/MONTH CORRECTION 2014161
Legislature	Amparo, Francena	Legislator	01/01/2014-12/31/2015	6	No	14	14.19
Legislature	Horton, Margaret	Legislator	01/01/2014-12/31/2015	6	No	**10.83	10.94
Legislature	Hutchings, Gerry	Legislator	01/01/2014-12/31/2015	6	No	20	20.44
Legislature	Kelsey, Michael	Legislator	01/01/2014-12/31/2015	6	No	10.5	14.95
Legislature	Micoio, James	Legislator	01/01/2014-12/31/2015	6	No	4	3.76
Legislature	Perkins, Richard	Legislator	01/01/2014-12/31/2015	6	No	16	15.78
Legislature	Roman, Kenneth	Legislator	01/01/2014-12/31/2015	6	No	*7	5.50
Legislature	Serrin, Susan	Legislator	01/01/2014-12/31/2015	6	No	10	10.44
Legislature	Surman, Alan	Legislator	01/01/2014-12/31/2015	6	No	17	16.94
Legislature	Tyner, Joel	Legislator	01/01/2014-12/31/2015	6	No	13	13.22
Legislature	Fiesland, Angela	Majority Leader	01/01/2014-12/31/2015	6	No	5	5.03
Legislature	MacAvery, Alison	Minority Whip	01/01/2014-12/31/2015	6	No	14.5	13.44

*BASED ON FOUR MONTHS
**NEW LOG

"SCHEDULE 5"

REVISIONS TO RESOLUTION 2016142 TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)	DAYS/MONTH CORRECTION 2016142
Legislature	Amparo, Francena	Minority Whip	01/01/2016-12/31/2017	6	No	14	14.19
Legislature	Horton, Margaret	Legislator	01/01/2016-12/31/2017	6	No	10.83	10.94
Legislature	Black, Hannah	Legislator	01/01/2016-12/31/2017	6	No	11.68	12.89
Legislature	Mezger, John	Legislator	01/01/2016-12/31/2017	6	No	2.7	2.69
Legislature	Miccio, James	Majority Leader	01/01/2016-12/31/2017	6	No	3.97	3.76
Legislature	Roman, Kenneth	Legislator	01/01/2016-12/31/2017	6	No	*6.78	5.50
Legislature	Surman, Alan	Legislator	01/01/2016-12/31/2017	6	No	16.78	16.94
Legislature	Fiesland, Angela	Legislator	01/01/2016-12/31/2017	6	No	5.28	5.03
Legislature	Jeter-Jackson, Barbara	Minority Leader	01/01/2016-12/31/2017	6	No	12.11	12.89
Public Defender	King II, Lawrence, D.	Arraignment Attorney	01/01/16-12/31/19	7	No	18.21	16.37
Public Defender	Peterson's, Kristina	Arraignment Attorney	03/07/2016-12/31/2019	7	No	15.28	13.24

*BASED ON FOUR MONTHS

"SCHEDULE 6"
 REVISIONS TO RESOLUTION 2016174 TERM APPOINTMENTS OF ELECTED AND APPOINTED OFFICIALS

DEPARTMENT	EMPLOYEE	TITLE	TERM	HOURS IN WORKDAY	IN TIME KEEPING SYSTEM	DAYS/MONTH (Based on Record of Activities)	DAYS/MONTH CORRECTION 2016174
Legislature	Forman, John	Legislator	01/01/2016-12/31/2017	6	No	7.5	7.39
Legislature	Miccio, James	Majority Leader	01/01/2016-12/31/2017	6	No	4	3.76

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)		
District 6 - Town of Poughkeepsie	Flesland (C)		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 22 - Towns of Beekman and Union Vale	Coviello		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u> </u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2017113 AMENDING RESOLUTIONS NO. 2010202, 2012148, 2012228, 2014161, 2016142 AND 2016174, ESTABLISHING STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017113 AMENDING RESOLUTIONS NO. 2010202, 2012148, 2012228, 2014161, 2016142 AND 2016174, ESTABLISHING STANDARD WORK DAY FOR ELECTED AND APPOINTED OFFICIALS

Date: June 12, 2017

RESOLUTION NO. 2017114

RE: APPOINTMENT TO THE BOARD OF TRUSTEES OF
DUTCHESS COMMUNITY COLLEGE

Legislators BORCHERT, FLESLAND, TRUITT, SAGLIANO, METZGER and
LANDISI offer the following and move its adoption:

WHEREAS, there exists a vacancy on the Board of Trustees of Dutchess
Community College by reason of the expiration of the term of Sherre Wesley on June 30,
2016, now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby appoint
Sheila Appel as a member of the Board of Trustees of the Dutchess Community College for
a term which will expire June 30, 2023.

APPOINTMENT

Sheila Appel
15 Lakeview Avenue
Poughkeepsie, New York 12601

TERM ENDING

June 30, 2023

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/2017

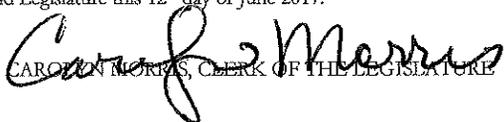
STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution
with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and
that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Sheila Appel

Sheila Appel is IBM's US Regional Director for Corporate Citizenship Initiatives, and is responsible for leading the US team and overseeing a range of programs helping to establish IBM as a leader in a new breed of corporate philanthropy -- an approach that promotes systemic social improvement largely through investments of pro bono services, employee skills and volunteerism.

Ms. Appel has spent her career in various management roles at IBM, and recognized as a key leader in her home state of New York. Sheila was appointed by the New York State Commissioner of Education to serve on the NYS Standards and Practices Board for Teaching, appointed by SUNY Chancellor to serve on the Strategic Planning Committee for Higher Education in New York State and, recognized as one of the top 100 women leaders in the Hudson Valley region. Sheila is currently Board Chair for United Way of New York State, board member of the Public Policy Institute of New York State, serves as Board Chair for the Dutchess County Workforce Investment Board, and board member of the Westchester Business Council and Women's Enterprise Development Corporation.

Sheila has been recognized for her professional and community accomplishments. She was selected by New York State Senator Steve Saland as a New York State "Woman of Distinction"; honored by the Future Business Leaders of America with the "Business Person of the Year", YWCA Salute to Women Award, was inducted into the Dutchess Community College Hall of Fame and awarded Alumni of the Year in 2009 and received the Marist College President's Award in 2011, for her dedicated service to the people of the Hudson River Valley and New York State.

She is a graduate of Dutchess Community College and Marist College, with degrees in Business Administration and Organizational leadership certification. She lives in Poughkeepsie, New York, with her husband, and they are the proud parents of three children and four grandchildren.

Budget, Finance, and Personnel Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	1	
District 17 - Town and Village of Fishkill	Miccio*	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*	3	
District 20 - Town of Red Hook	Strawinski*		1
District 14 - Town of Wappinger	Amparo*		2
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano (VC)	4	
District 6 - Town of Poughkeepsie	Flesland (C)	5	
District 10 - City of Poughkeepsie	Jeter-Jackson	6	
District 11 - Towns of Rhinebeck and Clinton	Tyner		3
District 12 - Town of East Fishkill	Metzger	7	
District 15 - Town of Wappinger	Incoronato	8	
District 22 - Towns of Beekman and Union Vale	Coviello	9	

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 9 3
 Yes No
 Abstentions: 0

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	1	
District 17 - Town and Village of Fishkill	Miccio	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	3	
District 20 - Town of Red Hook	Strawinski		1
District 14 - Town of Wappinger	Amparo	absent	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	4	
District 4 - Town of Hyde Park	Black	5	
District 5 - Town of Poughkeepsie	Roman	6	
District 6 - Town of Poughkeepsie	Flesland	7	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	8	
District 8 - City and Town of Poughkeepsie	Brendli	9	
District 9 - City of Poughkeepsie	Rieser	10	
District 10 - City of Poughkeepsie	Jeter-Jackson		2
District 11 - Towns of Rhinebeck and Clinton	Tyner		3
District 12 - Town of East Fishkill	Metzger	11	
District 15 - Town of Wappinger	Incoronato	12	
District 16 - Town of Fishkill and City of Beacon	Forman	13	
District 18 - City of Beacon and Town of Fishkill	Landisi	14	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	15	
District 21 - Town of East Fishkill	Horton	16	
District 22 - Towns of Beekman and Union Vale	Coviello	17	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	18	
District 24 - Towns of Dover and Union Vale	Surman	19	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	20	

Present:	<u>23</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>20</u>	<u>3</u>
Absent:	<u>1</u>	Motion:	<input type="checkbox"/>		Yes	No
Vacant:	<u>1</u>			Abstentions:	<u>0</u>	

2017114 APPOINTMENT TO THE BOARD OF TRUSTEES OF DUTCHESS COMMUNITY COLLEGE

Date: June 12, 2017

RESOLUTION NO. 2017115

RE: AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY (A.1165.05)

Legislators ROMAN, BORCHERT, LANDISI, TRUITT and HORTON offer the following and move its adoption:

WHEREAS, the District Attorney has requested the appropriation of forfeiture of crime proceeds, and

WHEREAS, pursuant to Article 13-A of the CPLR, said funds must be used to enhance prosecutorial and law enforcement efforts, enforcement training, equipment and operations, and not to supplement ordinary budgetary expenses, and

WHEREAS, the District Attorney has requested that the sum of \$32,091 be placed in various District Attorney Asset Forfeiture accounts to be used for the purchase of equipment, office supplies and training expenses, listed on the attached Asset Forfeiture Expenditure sheet, now therefore, be it

RESOLVED, that the Commissioner of Finance is authorized and directed to amend the 2017 Adopted County Budget as follows:

APPROPRIATIONS

Increase

A.1165.05.4160	Office supplies	\$17,011
A.1165.05.4431	Education Programs	\$ 5,000
A.1165.05.4750	Other Equipment – ND	<u>\$10,080</u>
		<u>\$32,091</u>

REVENUES

Increase

A.9998.95110.01	Forfeiture – State Reserve	<u>\$32,091</u>
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CA-076-17
LDF/kvb/G-0135
05/12/17
Fiscal Impact: See attached statement

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

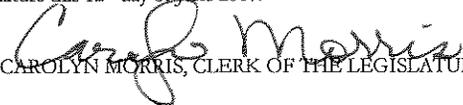
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 6/20/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 32,091

Total Current Year Revenue \$ 32,091
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):
Please see attached spreadsheet

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

This resolution is to appropriate Asset Forfeiture Funds (A.9998.95110.01 -Asset Forfeiture State- Reserve) to enable the purchase of equipment, etc. listed on the attached Asset Forfeiture Expenditure sheet.

Prepared by: Gina Barry/Heidi Owens

Asset Forfeiture Expenditures

OFFICE SUPPLIES - 4160		
Five Five-Drawer Lateral File Cabinets @ \$955	4,775.00	Dutchess County District Attorney
One Four-Drawer Lateral File Cabinet @ \$645	645.00	Dutchess County District Attorney
Three Shelving Units for File Storage @ \$107	321.00	Dutchess County District Attorney
Eight Audio-Visual Monitors with Warranty, Parts and Labor	8,118.00	Dutchess County District Attorney
Two IOGear Long-Range Wireless Video/Audio Extender @ \$950	1,900.00	Dutchess County District Attorney
Four DVD Duplicators @ \$313	1,252.00	Dutchess County District Attorney
TOTAL:	17,011.00	
EDUCATION PROGRAMS - 4431		
DAASNY Best Practices Training	5,000.00	NYS Distict Attorney's Association
Total:	5,000.00	
OTHER EQUIPMENT-ND - 4750		
Four Large Capacity Shredders @ \$2520 each	10,080.00	Dutchess County District Attorney
	10,080.00	
TOTAL TO BE APPROPRIATED:		
TOTALS BY PROGRAM		
Dutchess County District Attorney	27,091.00	
NYS Distict Attorney's Association	5,000.00	
TOTAL TO BE APPROPRIATED:	32,091.00	

Public Safety Roll Call

District	Name	Yes	No
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 1 - Town of Poughkeepsie	VACANT		
District 4 - Town of Hyde Park	Black	absent	
District 5 - Town of Poughkeepsie	Roman (C)		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt (VC)		
District 8 - City and Town of Poughkeepsie	Brendli		
District 21 - Town of East Fishkill	Horton		
Present: <u>10</u>	Resolution: <input checked="" type="checkbox"/>	Total: <u>10</u>	<u>0</u>
Absent: <u>1</u>	Motion: <input type="checkbox"/>	Yes	No
Vacant: <u>1</u>		Abstentions: <u>0</u>	

2017115 AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017115 AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DISTRICT ATTORNEY

Date: June 12, 2017

RESOLUTION NO. 2017116

RE: APPOINTMENTS AND REAPPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE

Legislators THOMES, BORCHERT, BOLNER, HORTON, and SAGLIANO offer the following and move its adoption:

WHEREAS, by Resolution No. 421 of 1989, the Dutchess County Legislature did create a Citizens Advisory Committee on Domestic Violence the members of which are to appointed by the Chairman of the Legislature subject to confirmation by the County Legislature; and

WHEREAS, by Resolution No. 42 of 1993, the membership of such committee was fixed at 12 members; and

WHEREAS, the Chairman of the Legislature has appointed and reappointed the following members to the Citizenship Advisory Committee on Domestic Violence:

APPOINTMENT

Kaitlin Rodriques
60 Lindbergh Place
Poughkeepsie, NY 12603
(Replacing Whitney Humphrey)

REAPPOINTMENTS

Peter Alan Phipps
Christine Manning
Leah Feldman
Elaine Andersen
Jason Mark
Marjorie Smith
Lisa Rubenstein
Janice Weinstein
Catherine Lane
Susan Haight
Kristine Whelan

; now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby affirm the aforesaid appointments and reappointments to the Citizens Advisory Committee on Domestic Violence each such member to serve a term to expire on June 30, 2018.

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

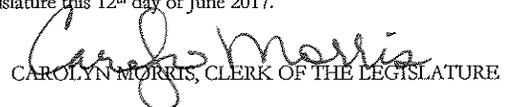
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 6/20/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Kaitlin Murphy Rodriques
60 Lindbergh Place Poughkeepsie, NY 12603
(781) 588-5000
KaitlinRodriques@gmail.com

AREAS OF SPECIALTY

Program Coordination and Management, Multidisciplinary Response Team, Victim Advocacy, Domestic Violence, Sexual Assault, Child Abuse, Supervision, Lethality & Danger Assessments, Criminal Court, Case Management, Safety Planning, Crisis Intervention, Individualized Treatment Planning, Trauma-Informed Care, Gender Sensitivity, Cultural Awareness, Direct Service, Care Coordination, Group Intervention, Harm Reduction, Client Focus

EDUCATIONAL EXPERIENCE

M.S. Criminal Justice: Forensic Psychology (2013) – University of New Haven, Connecticut
B.S. Criminal Justice: Investigative Services (2010) – University of New Haven, Connecticut

PROFESSIONAL EXPERIENCE

Risk Reduction Response Project Coordinator, Safe Homes of Orange County – September 2017 to Present

- Participating in the development, implementation, and coordination of the Risk Reduction Response Project
- Creating, reviewing, and assisting with policy and procedure development in relation to the program
- Develop training, implementation, and evaluation materials
- Provide training on the Risk Reduction Response Assessment tool to the City of Newburgh Police Department, Orange County District Attorney's Office, Orange County Probation, and other community partners
- Compiling, developing, and evaluating tools to assess risk
- Maintaining regular communication with core partners
- Organizing, leading, and participating in monthly case review meetings, quarterly partner meetings, and emergency core partner meetings, as needed
- Preparing monthly, quarterly, and annual reports on program status
- Researching and maintaining a working knowledge of emerging issues related to domestic violence and homicide prevention

Victim Witness Advocate/Supervisor, Suffolk County District Attorney's Office – August 2014 to July 2016

- Supervising a team of Victim Witness Advocates situated in Boston Municipal Court, Dorchester Division, scheduling and attending monthly supervision meetings, completing yearly employee evaluations, assisting in employee development, and conducting VWAP candidate employment interviews, reviewing grant proposals
- Working as the lead of a multidisciplinary team to coordinate child abuse, sexual assault, and motor vehicle homicide investigations from the investigation stage throughout the pendency of a criminal case
- Coordinating the forensic interview process in collaboration with a multidisciplinary team consisting of a Detective, Prosecutor, Victim Witness Advocate, Sexual Assault Nurse Examiner, Forensic Interviewer, DCF Social Worker, and Mental Health Counselor
- Leading pre and post forensic interview team discussion
- Determining investigative steps in conjunction with a multidisciplinary structure
- Coordinating trauma informed care out of the Child Advocacy Center, providing crisis assessment, intervention, domestic violence screening, information, referrals, supportive counseling, and advocacy services in accordance with the Massachusetts Victim Bill of Rights

Domestic Violence Outreach Worker, Dutchess County District Attorney's Office – April 2014 to July 2014

- Coordinating and leading bi-weekly meetings with the Domestic Abuse Response Team in select jurisdictions to maximize safety, assess lethality, and prevent future incidents of family violence
- Working in conjunction with Family Services and the Special Victim's Bureau to provide victim assistance and referrals to victims of intra-family violence
- Providing prosecution information and supportive services to the victims of intra-family violence in accordance with the requirements and procedures of the Special Victim's Bureau
- Tracking and initiating victim contact by utilizing non-arrest Domestic Violence Incident Reports

Guest Lecturer, Simmons College School of Nursing – January/Spring 2014 to August/Summer 2016

- Addressing both Undergraduate and Graduate Nursing students regarding family violence, child abuse, sexual assault, elder abuse, and community health
- Education around the dynamics of domestic violence, safety planning, referrals and resources, and provider intervention

- Providing information as to how to appropriately report child abuse, elder abuse, or self-harm

Victim Witness Advocate, Suffolk County District Attorney's Office – June 2013 to April 2014

- Working directly out of the Boston Municipal Court, South Boston Division, to provide advocacy, support and empowerment in a direct-service setting for all victims, survivors, and witnesses of crime
- Utilizing crisis intervention and trauma informed care to provide individualized safety planning and personalized education and notification around cases, both pre and post disposition
- Assisting victims of domestic violence, stalking, and harassment in applying for and obtaining the appropriate protective orders as a tool for increased safety
- Providing education and information around the dynamics of domestic violence crimes, the criminal court system and victim rights, and all additional resources available to crime victims in Massachusetts

Regional Coordinator, Father Bill's & Mainspring – December 2012 to June 2013

- Coordinating team intervention through the Tenancy Preservation Program in collaboration with the "housing first" model, Father Bill's & Mainspring, Massachusetts Housing Court, and area resources to manage housing options for those in danger of homelessness
- Working as a neutral consultant on a specialized housing docket to mediate between court agreements and individuals with mental health, behavioral, substance abuse, or other disabilities to prevent homelessness
- Providing individualized and in-home case management, advocacy, safety and care planning focused around preserving tenancy

Shelter Advocate, BH Care – April 2012 to April 2013

- Providing intakes, advocacy, coordinating direct care and emergency shelter to victims/survivors of domestic violence crimes
- Helping to develop and implement the Lethality Assessment Protocol – Maryland Model by taking hotline calls in an effort to provide immediate services to individuals at increased risk for severe assault or homicide related to domestic violence
- Utilizing the Danger Assessment upon intake in order to assess and evaluate victim risk, needs, and safety planning

Case Manager, Center for Women & Families – July 2012 to December 2012

- Working in conjunction with the Integrated Family Violence Services Program, Department of Children and Families, Family Re-entry, clinicians, and other members of the HUB team to coordinate care in family cases where domestic violence was indicated and the children had been involved in or had witnessed this violence
- Facilitating trauma-informed/focused group interventions around parenting and the dynamics of domestic violence

Graduate Assistant/Admissions Representative, University of New Haven – August 2011 to August 2012

- Coordinating general information sessions and campus tours for prospective freshman and transfer undergraduate students and their families
- Aiding in organization of University of New Haven Open Houses
- Conducting candidate interviews

Family Violence Victim Advocate/Intern, Center for Women & Families – August 2011 to April 2012

- Working directly out of the Golden Hill Street Criminal Court in Bridgeport with the specialized Domestic Violence Docket
- Providing victims with advocacy, support safety planning and information to help them understand and navigate the criminal court process after an arrest for family violence
- Ensuring that victims are linked to appropriate supportive services at CWF or other community agencies

TRAINING

- Domestic Violence/Sexual Assault Counselor Certification (2011)
- Trauma-Focused Cognitive-Behavioral Therapy Certification (2012)
- Lethality Assessment Protocol Certification (2012)
- Danger Assessment Certification (2012)
- Mental Health First Aid Certification (2012)
- LGBTQT/Inclusivity Training (2013)
- Gang and Domestic Violence (2014)
- Male Victimization Across the Lifespan: MOVA (2015)
- Compassion Fatigue/Vicarious Trauma for Managers (2015)
- CPR (2015)

Family and Human Services Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner *		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 12
 Absent: 0
 Vacant: 0

Resolution: ✓
 Motion:

Total : 12 0
 Yes No
 Abstentions: 0

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017116 APPOINTMENTS AND REAPPOINTMENTS TO THE CITIZENS ADVISORY COMMITTEE ON DOMESTIC VIOLENCE

Date: June 12, 2017

RESOLUTION NO. 2017117

RE: AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

Legislators THOMES, BORCHERT, SAGLIANO, LANDISI, TRUITT and HORTON offer the following and move its adoption:

WHEREAS, the United States Congress enacted the WIOA 2014 to provide the framework for a unique workforce preparation and employment system designed to meet the needs of businesses and the needs of job seekers and those who want to further their careers, and

WHEREAS, the New York State Department of Labor has provided allocations to Dutchess County for the operation of

* PY 2016 Title 1B WIOA ADMIN, ADULT, & DISLOCATED WORKER funding for the period of July 1, 2016 through June 30, 2018,

RESOLVED, that the Commissioner of Finance be and hereby is authorized, empowered and directed to accept the allocation of funding under the above WIOA Programs and amend the following accounts:

APPROPRIATIONS Increase

2016

CD6292.2016.4844	T-1B-WIOA Admin	\$ 293
CD6292.2016.4841	T-1B WIOA Adult	\$1,153
CD6292.2016.4842	T-1B WIOA Dislocated Worker	<u>\$1,480</u>
		<u>\$2,926</u>

REVENUES Increase

2016

CD6292.2016.47910.44	T-1B WIOA Admin	\$ 293
CD6292.2016.47910.41	T-1B WIOA Adult	\$1,153
CD6292.2016.47910.42	T-1B WIOA Dislocated Worker	<u>\$1,480</u>
		<u>\$2,926</u>

CA-074-17
MY/CRC/kvh
G-1263
05/11/17

STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

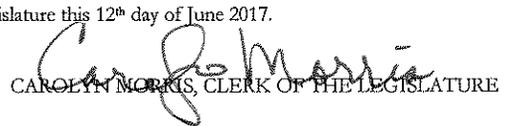
APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 6/20/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 2,926

Total Current Year Revenue \$ 2,926
and Source _____

Source of County Funds (check one): Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other (explain).

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Marilyn T. Yerks, CFO

Prepared On: 5/4/17

Family and Human Services Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner *		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: <u> 12 </u>	Resolution: <u> ✓ </u>	Total :	<u> 12 </u>	<u> 0 </u>
Absent: <u> 0 </u>	Motion: <u> </u>		Yes	No
Vacant: <u> 0 </u>		Abstentions:	<u> 0 </u>	

2017117 AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017117 AUTHORIZING AMENDMENT OF FUNDING UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

Date: June 12, 2017

RESOLUTION NO. 2017118

RE: AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENTS OF PLANNING AND DEVELOPMENT (A.8020) AND COMMUNITY AND FAMILY SERVICES (A.6070)

Legislators THOMES, BORCHERT, SAGLIANO, HORTON, TRUITT, STRAWINSKI, REISER, JETER-JACKON, LANDISI and WASHBURN offer the following and move its adoption:

WHEREAS, the County Executive allocated funds for the 2017 Agency Partner Grant to the Department of Planning and Development, and

WHEREAS, after allocating such funds it was determined that one program, Boys and Girls Club of Newburgh's The Afterschool Project located in the City of Poughkeepsie in the amount of \$100,000, is eligible for 62% State reimbursement through the Department of Community and Family Services (DCFS), and

WHEREAS, in order to maximize revenue and the use of the grant funds for the Boys and Girls Club of Newburgh's The Afterschool Project located in the City of Poughkeepsie, it is necessary to amend the 2017 Adopted County Budget to move the amount of \$100,000 to the DCFS budget thereby enabling DCFS to benefit from the 62% state reimbursement, now therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized, empowered and directed to amend the 2017 Adopted County Budget as follows:

APPROPRIATIONS

Decrease

A.8020.4413 Competitive Grant Program (\$100,000)

Increase

A.6070.4400.4656 Contracted Agencies Boys & Girls Club of Newburgh \$100,000

CA-069-17
AMS/kvh/G-0179
05/05/17
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE

Date 6/20/2017

STATE OF NEW YORK
COUNTY OF DUTCHESS ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ 100,000

Total Current Year Revenue \$ 31,000

and Source
NYS

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

A total of \$100,000 will be transferred from the Department of Planning and Development to the Department of Community and Family Service's (DCFS) budget to be allocated for the Boys and Girls Club of Newburgh's The Afterschool Project activity funded under the 2017 Agency Partner Grant (APG) program. By transferring the funds to DCFS, the county is able to leverage funding from NYS at a rate of 62% of half (i.e., \$50,000) of the funds allocated, reflecting revenues totaling \$31,000.

Prepared by: Christie Bonomo

Prepared On: 5/2/2017

Family and Human Services Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner *		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson (VC)		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 21 - Town of East Fishkill	Horton		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes (C)		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	<u>—</u>		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2017118 AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENTS OF PLANNING AND DEVELOPMENT (A.8020) AND COMMUNITY AND FAMILY SERVICES (A.6070)

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Fiesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 **Resolution:** ✓ **Total:** 23 0
Absent: 1 **Motion:** **Yes** **No**
Vacant: 1 **Abstentions:** 0

2017118 AMENDING THE 2017 ADOPTED COUNTY BUDGET AS IT PERTAINS TO THE DEPARTMENTS OF PLANNING AND DEVELOPMENT (A.8020) AND COMMUNITY AND FAMILY SERVICES (A.6070)

Date: June 12, 2017

RESOLUTION NO. 2017119

RE: AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT TO EXPEND SECTION 108 LOAN REPAYMENTS

Legislators FORMAN, BORCHERT, and SAGLIANO offer the following and move its adoption:

WHEREAS, the County is a participant in the Community Development Block Grant Program pursuant to the Housing and Community Development Act, and

WHEREAS, pursuant to the Program, the County makes loans known under the Program as Section 108 Loans, to qualified business owners for the creation or expansion of their businesses, who then repay the loans to the County, and

WHEREAS, by Resolution No. 144 of 1994, the Commissioner of Finance was directed to establish a Community Development account, which account has from time to time been amended, and

WHEREAS, loan repayments received by the County have exceeded the amount appropriated to date and it is necessary to appropriate additional funds, now, therefore, be it

RESOLVED, that the Commissioner of Finance is hereby authorized and directed to amend the In-House Loans Community Development Account as follows:

APPROPRIATIONS

Increase

CD.8668.2705.4404 Rehab Loans & Grants \$60,000

REVENUES

Increase

CD.8668.21700.03 Community Dev. General \$60,000

CA-070-17
AMS/kvh/G-0179
05/08/2017
Fiscal Impact: See attached statement

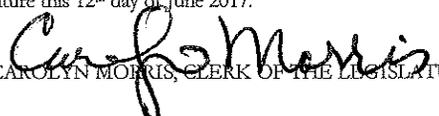
APPROVED

William F.X. O'Neil
Deputy County Executive
Date 6/20/2017

STATE OF NEW YORK
COUNTY OF DUTCHESS ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 60,000

Total Current Year Revenue \$ 60,000
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

CD.8668.2705.4404/CD.8668.21700.03

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$ 0

Over Five Years: \$ 0

Additional Comments/Explanation:

Prepared by: Gail Ouimet, Accounting Clerk, Department of Planning and Development

Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total: <u>12</u>	
Absent: <u>0</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		<u>0</u>	
		Abstentions:	

2017119 AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT TO EXPEND SECTION 108 LOAN REPAYMENTS

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017119 AUTHORIZING THE FINANCE DEPARTMENT TO AMEND COMMUNITY DEVELOPMENT ACCOUNT TO EXPEND SECTION 108 LOAN REPAYMENTS

Date: June 12, 2017

RESOLUTION NO. 2017120

RE: ESTABLISHING A PUBLIC HEARING PURSUANT TO AGRICULTURE AND MARKET LAW SECTION 303-b, TO CONSIDER RECOMMENDATIONS OF THE AGRICULTURE AND FARMLAND PROTECTION BOARD TO CONSIDER REQUESTS THAT PROPERTY OWNERS BE INCLUDED WITHIN DUTCHESS COUNTY CERTIFIED AGRICULTURE DISTRICTS 20, 21, 22 AND 23

Legislators FORMAN, BORCHERT, PULVER, WASHBURN, SAGLIANO, METZGER and HORTON offer the following and move its adoption:

WHEREAS, in accordance with New York State Agriculture and Markets Law Section 303-b, the Dutchess County Legislature pursuant to Resolution No. 204098 established an annual thirty (30) day period in which landowners may submit requests to the County Legislature to include predominantly and viable Agriculture land within an existing Certified Agricultural District, and

WHEREAS, a notice to all owners of viable farmland in Dutchess County was publicized, and

WHEREAS, the requests by property owners for inclusion of their property within an existing Agricultural District were referred to the Agriculture and Farmland Protection Board, and

WHEREAS, the Agriculture and Farmland Protection Board has issued a report containing recommendations as to the requests of individual property owners for inclusion of their property in an existing Agricultural District, and

WHEREAS, the County Legislature is required to adopt or reject the proposed inclusion of land in an existing Agricultural District following a Public Hearing pursuant to Agriculture and Markets Law Section 303-b, now, therefore, be it

RESOLVED, that the Dutchess County Legislature hereby establishes July 10, 2017, as the date for a Public Hearing pursuant to the recommendations of the Agriculture and Farmland Protection Board at 7:00 o'clock P.M. and that the Clerk of the County Legislature hereby is directed to publish a Notice of Public Hearing in accordance with the provisions of Subdivision 3 of the Section 303-b of the Agriculture and Markets Law and that written notice of the Public Hearing be given directly to those municipalities whose territory encompasses the lands which are proposed to be included in an Agricultural District and a notice shall also be sent to the Commissioner of the New York State Department of Agriculture and Markets.

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

APPROVED
M. Molinaro
MARCUS J. MOLINARO
COUNTY EXECUTIVE

6/20/2017
Date

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>12</u> <u>0</u>
Absent: <u>0</u>	Motion: <u> </u>	Yes No
Vacant: <u>0</u>		Abstentions: <u>0</u>

2017120 ESTABLISHING A PUBLIC HEARING PURSUANT TO AGRICULTURE AND MARKET LAW SECTION 303-b, TO CONSIDER RECOMMENDATIONS OF THE AGRICULTURE AND FARMLAND PROTECTION BOARD TO CONSIDER REQUESTS THAT PROPERTY OWNERS BE INCLUDED WITHIN DUTCHESS COUNTY CERTIFIED AGRICULTURE DISTRICTS 20, 21, 22 AND 23

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017120 ESTABLISHING A PUBLIC HEARING PURSUANT TO AGRICULTURE AND MARKET LAW SECTION 303-b, TO CONSIDER RECOMMENDATIONS OF THE AGRICULTURE AND FARMLAND PROTECTION BOARD TO CONSIDER REQUESTS THAT PROPERTY OWNERS BE INCLUDED WITHIN DUTCHESS COUNTY CERTIFIED AGRICULTURE DISTRICTS 20, 21, 22 AND 23

Date: June 12, 2017

RESOLUTION NO. 2017121

RE: A RESOLUTION CONSENTING TO THE ISSUANCE BY THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY OF ITS SERVICE AGREEMENT REVENUE NOTES AND BONDS

Legislators THOMES, TRUITT, SAGLIANO, and METZGER offer the following and move its adoption:

WHEREAS, the County of Dutchess, New York (the "County"), for and on behalf of the Dutchess County Water District, and the Dutchess County Water and Wastewater Authority (the "Authority"), have entered into a Service Agreement, Amended and Twelfth Restatement of October 1, 2015, relating to an integrated water supply, purification and distribution system (the "Service Agreement"); and

WHEREAS, the Authority proposes to issue notes and bonds not to exceed \$1,100,000 (the "Notes and Bonds") to finance the project costs and cost of issuance associated with the rehabilitation of the Hyde Park Regional Water Treatment Facility Instrumentation and Control Systems; and

WHEREAS, Section 5.2(a) of the Service Agreement requires the consent of the County to the issuance of such Notes and Bonds, now, therefore, be it

RESOLVED by the County Legislature of the County of Dutchess, New York, as follows:

Section 1. The County of Dutchess, New York hereby consents to the issuance by the Dutchess County Water and Wastewater Authority of its Notes and Bonds provided that the aggregate principal amount of the Notes and Bonds does not exceed \$1,100,000. The County of Dutchess further consents to the inclusion in the Service Fee provided by Section 5.2 of the Service Agreement of debt service on the Notes and Bonds.

Section 2. This resolution takes effect immediately.

CA-075-17
BB/CRC/kvh/G-0964
05/11/17
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/2017

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

CERTIFICATION FORM

STATE OF NEW YORK)
) ss.:
COUNTY OF DUTCHESS)

I, the undersigned Clerk of the County Legislature of the County of Dutchess, New York (the "County"), DO HEREBY CERTIFY:

1. That a meeting of the County was duly called, held and conducted on the 12th day of June, 2017.
2. That such meeting was a **regular** meeting.
3. That attached hereto is a proceeding of the County which was duly adopted at such meeting by the Board of the County.
4. That such attachment constitutes a true and correct copy of the entirety of such proceeding as so adopted by said Board.
5. That all members of the Board of the County had due notice of said meeting.
6. That said meeting was open to the general public in accordance with Section 103 of the Public Officers Law, commonly referred to as the "Open Meetings Law".
7. That notice of said meeting was caused to be given **PRIOR THERETO** in the following manner:

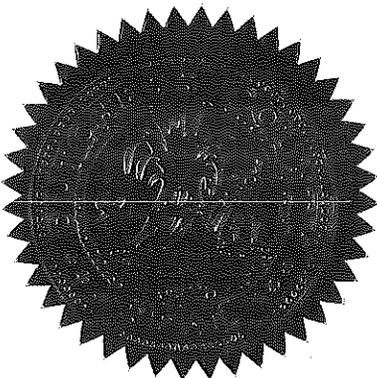
PUBLICATION

Southern Dutchess News	June 8, 2017
Poughkeepsie Journal	June 8, 2017

POSTING

22 Market Street, 6 th Floor	June 8, 2017
County Office Building	
Poughkeepsie, NY	

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Legislature this 13th day of June 2017.




Clerk, County Legislature

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ _____
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____
Over Five Years: _____

Additional Comments/Explanation:

Prepared by: Bridget Barclay, DCWWA

Prepared On: 5/5/2017

Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		1
District 11 - Towns of Rhinebeck and Clinton	Tyner		1
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>10</u>	
Absent: <u>0</u>	Motion: <u> </u>	Yes	<u>2</u>
Vacant: <u>0</u>		Abstentions: <u> </u>	No

2017121 A RESOLUTION CONSENTING TO THE ISSUANCE BY THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY OF ITS SERVICE AGREEMENT REVENUE NOTES AND BONDS

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		1
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 22 1
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017121 A RESOLUTION CONSENTING TO THE ISSUANCE BY THE DUTCHESS COUNTY WATER AND WASTEWATER AUTHORITY OF ITS SERVICE AGREEMENT REVENUE NOTES AND BONDS

Date: June 12, 2017

RESOLUTION NO. 2017122

RE: DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BORCHERT, SAGLIANO, TRUITT, METZGER and WASHBURN offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed \$118,000 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 169.843 acres of Property, known as the Locust Grove Farm a/k/a Atkins Farm (Tax Grid Numbers: 6465-02-586756, 6465-02-737695, and 6465-02-658682) located on Salt Point Turnpike, in the Town of Pleasant Valley, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to \$788,750, Dutchess County shall contribute up to \$118,000, the Scenic Hudson Land Trust shall contribute up to \$140,643 and the Dutchess Land Conservancy shall contribute up to \$5,000, for a total contribution of up to \$1,052,393, and

WHEREAS, an updated appraisal was recently completed by McGrath & Company, Inc., dated January 30, 2017, and the acreage has increased and the contributions have been adjusted accordingly, and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, the Dutchess County Department of Planning and Development has identified the New York State Department of Agriculture and Markets as an involved agency, and

WHEREAS, the New York State Department of Agriculture and Markets has indicated it does not wish to serve as lead agency and has consented to Dutchess County assuming lead agency status, and

WHEREAS, 6 NYCRR Part 617 requires the designation of a lead agency from among the involved agencies before a determination of significance can be made, and

WHEREAS, it is the purpose of this resolution to formalize and establish the County as the lead agency, which will undertake and coordinate this project pursuant to the New York State Environmental Quality Review Act, now, therefore, be it

RESOLVED, that the County hereby assumes lead agency status with respect to a grant award to partially fund the purchase of an agricultural conservation easement of 169.843 acres on the Locust Grove Farm a/k/a Atkins Farm (Tax Grid Numbers: 6465-02-586756, 6465-02-737695, and 6465-02-658682) in the Town of Pleasant Valley, Dutchess County.

CA-072-17
AMS/kvh
G-1679
05/08/17
Fiscal Impact: See attached statement

APPROVED

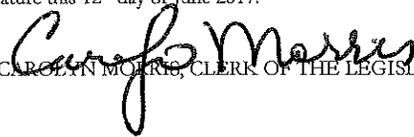
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/2017

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS *(To be completed by requesting department)*

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ 0

Nature/Reason:

Financial implications considered under Grant Agreement Resolution

Anticipated Savings to County: _____

Net County Cost (this year): \$0
Over Five Years: \$0

Additional Comments/Explanation:

Declaration of Lead Agency, pursuant to SEQRA, regarding the partial funding from the Dutchess County Partnership for Manageable Growth (PMG) Grant Program for the purchase of a conservation easement on the 169.843-acre Atkins Farm in the Town of Pleasant Valley, in partnership with the New York State Department of Agriculture and Markets, the Scenic Hudson Land Trust and the Dutchess Land Conservancy.

Prepared by: Brad Barclay

Prepared On: 4/20/2017

Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *	✓	
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

Present:	<u>12</u>	Resolution:	<u>✓</u>	Total :	<u>12</u>	<u>0</u>
Absent:	<u>0</u>	Motion:	_____		Yes	No
Vacant:	<u>0</u>			Abstentions:	<u>0</u>	

2017122 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total: 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 6

2017122 DECLARING DUTCHESS COUNTY LEAD AGENCY WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: June 12, 2017

RESOLUTION NO. 2017123

RE: ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BORCHERT, SAGLIANO, METZGER and WASHBURN offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed \$118,000 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 169.843 acres of Property, known as the Locust Grove Farm a/k/a Atkins Farm (Tax Grid Numbers: 6465-02-586756, 6465-02-737695, and 6465-02-658682) located on Salt Point Turnpike, in the Town of Pleasant Valley, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to \$788,750, Dutchess County shall contribute up to \$118,000, the Scenic Hudson Land Trust shall contribute up to \$140,643 and the Dutchess Land Conservancy shall contribute up to \$5,000, for a total contribution of up to \$1,052,393, and

WHEREAS, an updated appraisal was recently completed by McGrath & Company, Inc., dated January 30, 2017, and the acreage has increased and the contributions have been adjusted accordingly, and

WHEREAS, the easement shall provide, among other things, that it shall be held by the Dutchess Land Conservancy, which shall assume primary responsibility to monitor and enforce the easement, and

WHEREAS, approval of an award to partially fund the purchase of a conservation easement on the Locust Grove Farm constitutes an action subject to the State Environmental Quality Review Act, and

WHEREAS, the County has been designated Lead Agency, as the New York State Department of Agriculture and Markets has indicated it does not wish to serve as lead agency and has consented to the County assuming lead agency status, and the County has the responsibility to make a determination of significance, and

WHEREAS, the Dutchess County Department of Planning and Development has concluded, after review of a Full Environmental Assessment Form, that the proposed Project:

1) is a Type I and unlisted action; and 2) will not have a significant adverse impact on the environment, and

WHEREAS, it is the purpose of this Legislature in adopting this resolution to adopt and confirm those findings, and

WHEREAS, a true copy of the Full Environmental Assessment Form and the Negative Declaration reflecting the finding of non-significance are annexed hereto and made a part hereof, now therefore, be it

RESOLVED, that this Legislature hereby adopts and confirms the Full Environmental Assessment Form and Negative Declaration, concluding a grant award to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy, on approximately 169.843 acres on the Locust Grove Farm a/k/a Atkins Farm (Tax Grid Numbers: 6465-02-586756, 6465-02-737695, and 6465-02-658682) located on Salt Point Turnpike in the Town of Pleasant Valley, Dutchess County, New York will not have a significant adverse impact on the environment.

CA-071-17
AMS: kvh
G-1679
05/08/17
Fiscal Impact: See attached statement

APPROVED

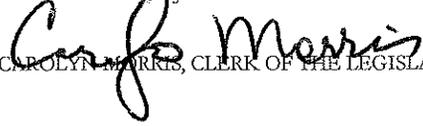
MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/2017

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 0

Total Current Year Revenue \$ 0
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ 0

Nature/Reason:

Financial implications considered under Grant Agreement Resolution

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$ 0
Over Five Years: \$ 0

Additional Comments/Explanation:

Issuance of a Negative Declaration, pursuant to SEQRA, regarding the partial funding from the Dutchess County Partnership for Manageable Growth (PMG) Grant Program for the purchase of a conservation easement on the 169.843-acre Locust Grove Farm in the Town of Pleasant Valley, in partnership with the New York State Department of Agriculture and Markets, the Scenic Hudson Land Trust and the Dutchess Land Conservancy.

Prepared by: Brad Barclay

Prepared On: 4/20/2017

**Full Environmental Assessment Form
Part 1 - Project and Setting**

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the project sponsor to verify that the information contained in Part 1 is accurate and complete.

A. Project and Sponsor Information.

Name of Action or Project: Purchase of Development Rights on Farmland (Locust Grove Farm/Atkins Property)		
Project Location (describe, and attach a general location map): Salt Point Turnpike, Town of Pleasant Valley, Dutchess County (Locust Grove Farm) - Please see Location Map in Part C of application.		
Brief Description of Proposed Action (include purpose or need): Purchasing development rights/establishing a conservation easement to preserve 169.843 acres of working farmland in the Town of Pleasant Valley.		
Name of Applicant/Sponsor: Dutchess Land Conservancy	Telephone: 845-877-3002	
	E-Mail:	
Address: 4289 Route 82		
City/PO: Millbrook	State: NY	Zip Code: 12545
Project Contact (if not same as sponsor; give name and title/role): Karin Roux, Senior Land Projects Manager	Telephone: 845-877-3002	
	E-Mail: karinr@dutchessland.org	
Address: 4289 Route 82		
City/PO: Millbrook	State: NY	Zip Code: 12545
Property Owner (if not same as sponsor): Mary-Elizabeth Atkins	Telephone: (561) 362-7415	
	E-Mail: ratkinesq@aol.com	
Address: P.O. Box 935		
City/PO: Bedford	State: New York	Zip Code: 10506

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Council, Town Board, <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No or Village Board of Trustees		
b. City, Town or Village <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Planning Board or Commission		
c. City Council, Town or <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Village Zoning Board of Appeals		
d. Other local agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
e. County agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Dutchess County Legislature	Application due 10/30/2015
f. Regional agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
g. State agencies <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NYS Ag & Markets - Farmland Protection Implementation Grant	Application due 01/29/2016
h. Federal agencies <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
i. Coastal Resources.		
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
iii. Is the project site within a Coastal Erosion Hazard Area?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? Yes No

- If Yes, complete sections C, F and G.
- If No, proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? Yes No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? Yes No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) Yes No

If Yes, identify the plan(s):

Natural Resources Plan for the Wappinger Creek Watershed, Hudson River Valley National Heritage Area, Greenway Compact Community

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? Yes No

If Yes, identify the plan(s):

Town of Pleasant Valley 2013 Open Space and Farmland Plan

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. Yes No
 If Yes, what is the zoning classification(s) including any applicable overlay district?
RA - Rural Agricultural 5 Acres

b. Is the use permitted or allowed by a special or conditional use permit? Yes No

c. Is a zoning change requested as part of the proposed action? Yes No
 If Yes,
 i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Hyde Park Central School District

b. What police or other public protection forces serve the project site?
Dutchess County Sheriff and New York State Police

c. Which fire protection and emergency medical services serve the project site?
PLEASANT VALLEY FIRE DEPARTMENT ST. 2

d. What parks serve the project site?
Helen Aldrich Town Park, Bower Park, Taconic Hereford State Multiple Use Area

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Conservation Easement for Farmland Protection

b. a. Total acreage of the site of the proposed action? 169.843 acres
 b. Total acreage to be physically disturbed? none acres
 c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 169.843 acres

c. Is the proposed action an expansion of an existing project or use? Yes No
 i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? Yes No
 If Yes,
 i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)

 ii. Is a cluster/conservation layout proposed? Yes No
 iii. Number of lots proposed? _____
 iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will proposed action be constructed in multiple phases? Yes No
 i. If No, anticipated period of construction: _____ months
 ii. If Yes:
 • Total number of phases anticipated _____
 • Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
 • Anticipated completion date of final phase _____ month _____ year
 • Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? Yes No
 If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion	_____	_____	_____	_____
of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? Yes No
 If Yes,

i. Total number of structures _____
 ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
 iii. Approximate extent of building space to be heated or cooled: _____ square feet

b. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? Yes No
 If Yes,

i. Purpose of the impoundment: _____
 ii. If a water impoundment, the principal source of the water: Ground water Surface water streams Other specify: _____
 iii. If other than water, identify the type of impounded/contained liquids and their source. _____
 iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
 v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
 vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) Yes No
 If Yes:

i. What is the purpose of the excavation or dredging? _____
 ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
 • Volume (specify tons or cubic yards): _____
 • Over what duration of time? _____
 iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
 iv. Will there be onsite dewatering or processing of excavated materials? Yes No
 If yes, describe. _____
 v. What is the total area to be dredged or excavated? _____ acres
 vi. What is the maximum area to be worked at any one time? _____ acres
 vii. What would be the maximum depth of excavation or dredging? _____ feet
 viii. Will the excavation require blasting? Yes No
 ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? Yes No
 If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

iii. Will proposed action cause or result in disturbance to bottom sediments? Yes No
If Yes, describe: _____

iv. Will proposed action cause or result in the destruction or removal of aquatic vegetation? Yes No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? Yes No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? Yes No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No
- Do existing lines serve the project site? Yes No

iii. Will line extension within an existing district be necessary to supply the project? Yes No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? Yes No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? Yes No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

iii. Will the proposed action use any existing public wastewater treatment facilities? Yes No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? Yes No
- Is the project site in the existing district? Yes No
- Is expansion of the district needed? Yes No

• Do existing sewer lines serve the project site? Yes No
 • Will line extension within an existing district be necessary to serve the project? Yes No
 If Yes: _____
 • Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? Yes No
 If Yes:
 • Applicant/sponsor for new district: _____
 • Date application submitted or anticipated: _____
 • What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge, or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? Yes No
 If Yes:
 i. How much impervious surface will the project create in relation to total size of project parcel?
 _____ Square feet or _____ acres (impervious surface)
 _____ Square feet or _____ acres (parcel size)
 ii. Describe types of new point sources. _____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

 • If to surface waters, identify receiving water bodies or wetlands: _____

• Will stormwater runoff flow to adjacent properties? Yes No

iv. Does proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? Yes No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? Yes No
 If Yes, identify:
 i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

 ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

 iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? Yes No
 If Yes:
 i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) Yes No
 ii. In addition to emissions as calculated in the application, the project will generate:
 • _____ Tons/year (short tons) of Carbon Dioxide (CO₂)
 • _____ Tons/year (short tons) of Nitrous Oxide (N₂O)
 • _____ Tons/year (short tons) of Perfluorocarbons (PFCs)
 • _____ Tons/year (short tons) of Sulfur Hexafluoride (SF₆)
 • _____ Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflouorocarbons (HFCs)
 • _____ Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? Yes No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? Yes No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust): _____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? Yes No

If Yes:

i. When is the peak traffic expected (Check all that apply): Morning Evening Weekend
 Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of semi-trailer truck trips/day: _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? Yes No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe: _____

vi. Are public/private transportation service(s) or facilities available within 1/2 mile of the proposed site? Yes No

vii. Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? Yes No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? Yes No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? Yes No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other): _____

iii. Will the proposed action require a new, or an upgrade to, an existing substation? Yes No

l. Hours of operation. Answer all items which apply.

<p>i. During Construction:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ not applicable • Saturday: _____ • Sunday: _____ • Holidays: _____ 	<p>ii. During Operations:</p> <ul style="list-style-type: none"> • Monday - Friday: _____ not applicable • Saturday: _____ • Sunday: _____ • Holidays: _____
---	--

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? Yes No
 If yes:
 i. Provide details including sources, time of day and duration: _____

ii. Will proposed action remove existing natural barriers that could act as a noise barrier or screen? Yes No
 Describe: _____

n. Will the proposed action have outdoor lighting? Yes No
 If yes:
 i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures: _____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? Yes No
 Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? Yes No
 If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? Yes No
 If Yes:
 i. Product(s) to be stored _____
 ii. Volume(s) _____ per unit time _____ (e.g., month, year)
 iii. Generally describe proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? Yes No
 If Yes:
 i. Describe proposed treatment(s): _____

ii. Will the proposed action use Integrated Pest Management Practices? Yes No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? Yes No
 If Yes:
 i. Describe any solid waste(s) to be generated during construction or operation of the facility:
 • Construction: _____ tons per _____ (unit of time)
 • Operation: _____ tons per _____ (unit of time)
 ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:
 • Construction: _____

 • Operation: _____

 iii. Proposed disposal methods/facilities for solid waste generated on-site:
 • Construction: _____

 • Operation: _____

s. Does the proposed action include construction or modification of a solid waste management facility? Yes No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? Yes No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? Yes No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

Urban Industrial Commercial Residential (suburban) Rural (non-farm)

Forest Agriculture Aquatic Other (specify): _____

ii. If mix of uses, generally describe: _____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	less than 1	less than 1	none
• Forested	25	25	none
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0	0	none
• Agricultural (includes active orchards, field, greenhouse etc.)	88	88	none
• Surface water features (lakes, ponds, streams, rivers, etc.)	5	5	none
• Wetlands (freshwater or tidal)	8	8	none
• Non-vegetated (bare rock, earth or fill)	0	0	none
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? Yes No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? Yes No
If Yes,
i. Identify Facilities: _____

e. Does the project site contain an existing dam? Yes No
If Yes:
i. Dimensions of the dam and impoundment:
• Dam height: _____ feet
• Dam length: _____ feet
• Surface area: _____ acres
• Volume impounded: _____ gallons OR acre-feet
ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? Yes No
If Yes:
i. Has the facility been formally closed? Yes No
• If yes, cite sources/documentation: _____
ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? Yes No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? Yes No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: Yes No
 Yes - Spills Incidents database Provide DEC ID number(s): _____
 Yes - Environmental Site Remediation database Provide DEC ID number(s): _____
 Neither database
ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? Yes No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? Yes No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? Yes No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ unknown feet

b. Are there bedrock outcroppings on the project site? Yes No
 If Yes, what proportion of the site is comprised of bedrock outcroppings? _____ %

c. Predominant soil type(s) present on project site:

Wayland Silt Loam	15 %
Stockbridge Silt Loam	14 %
Sun Silt Loam	16 %

d. What is the average depth to the water table on the project site? Average: _____ unknown feet

e. Drainage status of project site soils: Well Drained: _____ 61 % of site
 Moderately Well Drained: _____ 8 % of site
 Poorly Drained _____ 31 % of site

f. Approximate proportion of proposed action site with slopes: 0-10%: _____ 24 % of site
 10-15%: _____ 71 % of site
 15% or greater: _____ 5 % of site

g. Are there any unique geologic features on the project site? Yes No
 If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? Yes No

ii. Do any wetlands or other waterbodies adjoin the project site? Yes No

If Yes to either i or ii, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? Yes No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name Little Wappinger Creek (857-57) Classification B
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name Federal Waters Approximate Size 8
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? Yes No
 If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? Yes No

j. Is the project site in the 100 year Floodplain? Yes No

k. Is the project site in the 500 year Floodplain? Yes No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? Yes No

If Yes:
 i. Name of aquifer: Principal Aquifer

<p>m. Identify the predominant wildlife species that occupy or use the project site:</p> <p>white tall deer _____ turkey _____</p> <p>_____</p>	
<p>n. Does the project site contain a designated significant natural community? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Describe the habitat/community (composition, function, and basis for designation): _____</p> <p style="margin-left: 20px;">ii. Source(s) of description or evaluation: _____</p> <p style="margin-left: 20px;">iii. Extent of community/habitat:</p> <ul style="list-style-type: none"> • Currently: _____ acres • Following completion of project as proposed: _____ acres • Gain or loss (indicate + or -): _____ acres 	
<p>o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If yes, give a brief description of how the proposed action may affect that use: _____</p>	
<p>E.3. Designated Public Resources On or Near Project Site</p>	
<p>a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, provide county plus district name/number: #20 _____</p>	
<p>b. Are agricultural lands consisting of highly productive soils present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="margin-left: 20px;">i. If Yes: acreage(s) on project site? 134 _____</p> <p style="margin-left: 20px;">ii. Source(s) of soil rating(s): USDA _____</p>	
<p>c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. Nature of the natural landmark: <input type="checkbox"/> Biological Community <input type="checkbox"/> Geological Feature</p> <p style="margin-left: 20px;">ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____</p> <p>_____</p>	
<p>d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes:</p> <p style="margin-left: 20px;">i. CEA name: _____</p> <p style="margin-left: 20px;">ii. Basis for designation: _____</p> <p style="margin-left: 20px;">iii. Designating agency and date: _____</p>	

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on, or has been nominated by the NYS Board of Historic Preservation for inclusion on, the State or National Register of Historic Places?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Nature of historic/archaeological resource: <input type="checkbox"/> Archaeological Site <input type="checkbox"/> Historic Building or District	
<i>ii.</i> Name: _____	
<i>iii.</i> Brief description of attributes on which listing is based: _____	
f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
g. Have additional archaeological or historic site(s) or resources been identified on the project site?	
If Yes:	
<i>i.</i> Describe possible resource(s): _____	
<i>ii.</i> Basis for identification: _____	
h. Is the project site within five miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify resource: _____	
<i>ii.</i> Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____	
<i>iii.</i> Distance between project and resource: _____ miles.	
i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If Yes:	
<i>i.</i> Identify the name of the river and its designation: _____	
<i>ii.</i> Is the activity consistent with development restrictions contained in 6NYCRR Part 666?	
<input type="checkbox"/> Yes <input type="checkbox"/> No	

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Dutchess Land Conservancy Date 4/21/2017

Signature  Title Director of Land Projects

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

Agency Use Only [If applicable]
 Project : Locust Grove Farm purchase of dvpt. rights
 Date : April 20, 2017

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer "Yes" to a numbered question, please complete all the questions that follow in that section.
- If you answer "No" to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box "Moderate to large impact may occur."
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the "whole action".
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) If "Yes", answer questions a - j. If "No", move on to Section 2.			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

2. Impact on Geological Features
 The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g) NO YES
If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water
 The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h) NO YES
If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

1. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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4. Impact on groundwater
 The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. NO YES
 (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t)
If "Yes", answer questions a - h. If "No", move on to Section 5.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding
 The proposed action may result in development on lands subject to flooding. NO YES
 (See Part 1. E.2)
If "Yes", answer questions a - g. If "No", move on to Section 6.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
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6. Impacts on Air The proposed action may include a state regulated air emission source. <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (See Part 1. D.2.f, D,2,h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources			
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.)		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
<i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources NO YES

The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.)
If "Yes", answer questions a - g. If "No", go to Section 10.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources NO YES

The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.)
If "Yes", answer questions a - e. If "No", go to Section 11.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on or has been nominated by the NYS Board of Historic Preservation for inclusion on the State or National Register of Historic Places.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____			

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m., n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health
 The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.) NO YES
If "Yes", answer questions a - m. If "No", go to Section 17.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____			

17. Consistency with Community Plans
 The proposed action is not consistent with adopted land use plans.
 (See Part 1. C.1, C.2. and C.3.)
 If "Yes", answer questions a - h. If "No", go to Section 18.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2c, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character
 The proposed project is inconsistent with the existing community character.
 (See Part 1. C.2, C.3, D.2, E.3)
 If "Yes", answer questions a - g. If "No", proceed to Part 3.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

Project: Locust Grove Farm purchase of devel. rights
 Date: 04/26/2017

Full Environmental Assessment Form
Part 3 - Evaluation of the Magnitude and Importance of Project Impacts
and
Determination of Significance

Part 3 provides the reasons in support of the determination of significance. The lead agency must complete Part 3 for every question in Part 2 where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.

Based on the analysis in Part 3, the lead agency must decide whether to require an environmental impact statement to further assess the proposed action or whether available information is sufficient for the lead agency to conclude that the proposed action will not have a significant adverse environmental impact. By completing the certification on the next page, the lead agency can complete its determination of significance.

Reasons Supporting This Determination:

To complete this section:

- Identify the impact based on the Part 2 responses and describe its magnitude. Magnitude considers factors such as severity, size or extent of an impact.
- Assess the importance of the impact. Importance relates to the geographic scope, duration, probability of the impact occurring, number of people affected by the impact and any additional environmental consequences if the impact were to occur.
- The assessment should take into consideration any design element or project changes.
- Repeat this process for each Part 2 question where the impact has been identified as potentially moderate to large or where there is a need to explain why a particular element of the proposed action will not, or may, result in a significant adverse environmental impact.
- Provide the reason(s) why the impact may, or will not, result in a significant adverse environmental impact
- For Conditional Negative Declarations identify the specific condition(s) imposed that will modify the proposed action so that no significant adverse environmental impacts will result.
- Attach additional sheets, as needed.

The EAF prepared for this proposed action revealed that the proposed action will have no negative impact upon the environment.

The proposed action will result in permanent preservation of farmland, protecting it from development and associated environmental impacts.

Determination of Significance - Type 1 and Unlisted Actions

SEQR Status: Type 1 Unlisted

Identify portions of EAF completed for this Project: Part 1 Part 2 Part 3

Upon review of the information recorded on this EAF, as noted, plus this additional support information

and considering both the magnitude and importance of each identified potential impact, it is the conclusion of the _____ as lead agency that:

A. This project will result in no significant adverse impacts on the environment, and, therefore, an environmental impact statement need not be prepared. Accordingly, this negative declaration is issued.

B. Although this project could have a significant adverse impact on the environment, that impact will be avoided or substantially mitigated because of the following conditions which will be required by the lead agency:

There will, therefore, be no significant adverse impacts from the project as conditioned, and, therefore, this conditioned negative declaration is issued. A conditioned negative declaration may be used only for UNLISTED actions (see 6 NYCRR 617.d).

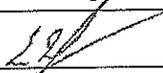
C. This Project may result in one or more significant adverse impacts on the environment, and an environmental impact statement must be prepared to further assess the impact(s) and possible mitigation and to explore alternatives to avoid or reduce those impacts. Accordingly, this positive declaration is issued.

Name of Action: Purchase development rights/establish conservation easement for 169.843 acres of farmland in the Town of Pleasant Valley

Name of Lead Agency: County of Dutchess

Name of Responsible Officer in Lead Agency: Eoin Wrafter

Title of Responsible Officer: Commissioner Department of Planning and Development

Signature of Responsible Officer in Lead Agency:  Date: 5/1/17

Signature of Preparer (if different from Responsible Officer) _____ Date: 5/1/17

For Further Information:

Contact Person: Brad Barclay

Address: 27 High Street, Poughkeepsie, NY 12601

Telephone Number: 845-486-3600

E-mail: bbarclay@dutchessny.gov

For Type 1 Actions and Conditioned Negative Declarations, a copy of this Notice is sent to:

Chief Executive Officer of the political subdivision in which the action will be principally located (e.g., Town / City / Village of)

Other involved agencies (if any)

Applicant (if any)

Environmental Notice Bulletin: <http://www.dec.ny.gov/enb/enb.html>

Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>12</u>	
Absent: <u>0</u>	Motion: <u>—</u>	Yes	No
Vacant: <u>0</u>		Abstentions: <u>0</u>	

2017123 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: ✓ Total : 23 0
 Absent: 1 Motion: Yes No
 Vacant: 1 Abstentions: 0

2017123 ADOPTION OF NEGATIVE DECLARATION WITH RESPECT TO GRANT AWARD TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: June 12, 2017

RESOLUTION NO. 2017124

RE: AUTHORIZING EXECUTION OF GRANT AGREEMENT
TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL
CONSERVATION EASEMENT ON THE LOCUST GROVE FARM
A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT
VALLEY, DUTCHESS COUNTY, NEW YORK

Legislators FORMAN, BORCHERT, SAGLIANO, TRUITT, METZGER and
WASHBURN offer the following and move its adoption:

WHEREAS, Dutchess County is considering a recommendation of the Dutchess County Planning Board (Resolution No. 01/2016) for an award in an amount not to exceed \$118,000 in grant funds available through the Dutchess County Partnership for Manageable Growth Grant Program (the "Program") to partially fund the purchase of an agricultural conservation easement, to be held by the Dutchess Land Conservancy (the "Conservancy"), on approximately 169.843 acres of Property, known as the Locust Grove Farm a/k/a Atkins Farm (Tax Grid Numbers: 6465-02-586756, 6465-02-737695, and 6465-02-658682) located on Salt Point Turnpike, in the Town of Pleasant Valley, Dutchess County, New York, and

WHEREAS, as a result of the Dutchess Land Conservancy's organizing efforts and an application to the Program, New York State Department of Agriculture and Markets shall contribute up to \$788,750, Dutchess County shall contribute up to \$118,000, the Scenic Hudson Land Trust shall contribute up to \$140,643 and the Dutchess Land Conservancy shall contribute up to \$5,000, for a total contribution of up to \$1,052,393, and

WHEREAS, an updated real estate appraisal completed by McGrath & Company, Inc, on January 30, 2017, which is on file with the Clerk to the Legislature, supports the purchase price to be paid by the County as it values the Easement at \$5,897 per acre for a total of \$1,001,500, and

WHEREAS, the Easement shall provide, among other things, that it shall be held by the Conservancy which shall assume primary responsibility to monitor and enforce said easement; that the County shall have third party enforcement rights and the right to share proportionately in the proceeds which would become available upon extinguishment of said easement, if ever, and

WHEREAS, the proposed Grant Agreement is subject to various contingencies including approval and acceptance of the Easement and related closing documents (e.g. survey, title report and insurance) by the County, and receipt by the Conservancy of an amount from New York State Department of Agriculture and Markets Farmland Protection Hudson Valley Agricultural Enhancement Program not to exceed \$788,750, an amount from the Scenic Hudson Land Trust not to exceed \$140,643 and an amount from the Dutchess Land Conservancy not to exceed \$5,000, for a total contribution of up to \$1,052,393, and

WHEREAS, Resolution 2014323, a Bond Resolution, authorized the issuance of \$1,000,000 serial bonds of the County for open space and farmland purposes, and

WHEREAS, as a result of reductions in the scope and cost of specific projects referenced in Resolution 2014323, the funds are now available for reallocation to partially fund the purchase of an agricultural conservation easement on the Locust Grove Farm a/k/a Atkins Farm which is a farmland protection project in accord with the objectives of said Bond Resolutions and the Partnership for Manageable Growth Grant Program, and now therefore be it

RESOLVED, that the County Executive, or his designee, is hereby authorized to execute the Grant Agreement and the Monitoring Agreement attached hereto, and be it further

RESOLVED, that the County Executive is authorized to take such actions as are necessary and consistent with the requirements of the Dutchess County Partnership for Manageable Growth Grant Program to complete the acquisition contemplated herein including changes to the documents as necessary, and be it further

RESOLVED, that as a result of reductions in the scope and cost of specific projects referenced in Resolution 2014323, funds are now available in the Capital Projects Account H0476, and have been reallocated to partially fund the purchase of an agricultural conservation easement in the amount of \$118,000, on the Locust Grove Farm a/k/a Atkins Farm, and be it further

RESOLVED, that to provide for expenses for the above referenced Project, the Commissioner of Finance, as appropriate, is hereby authorized, empowered and directed to amend the 2017 Adopted County Budget as follows:

APPROPRIATION

Decrease

H0476.8020.3006 Easement-Conservation \$118,000

REVENUE

Increase

H0476.8020.3006.7013 Locust Grove Farm \$118,000

CA-073-17
EW/AMS/kvh
G-1679
05/08/17
Fiscal Impact: See attached statement

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/2017

STATE OF NEW YORK
COUNTY OF DUTCHESS

ss:

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 118,000

Total Current Year Revenue \$ 0
and Source

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

H0476.8020.3006.7013 Locust Grove Farm

Related Expenses: Amount \$ 0

Nature/Reason:

Anticipated Savings to County: \$ 0

Net County Cost (this year): \$118,000

Over Five Years: \$118,000

Additional Comments/Explanation:

Authorizing execution of a grant agreement to fund the purchase of a conservation easement on the 169.843-acre Atkins Farm in the Town of Pleasant Valley, in partnership with the New York State Department of Agriculture and Markets, Scenic Hudson Land Trust and the Dutchess Land Conservancy.

Prepared by: Brad Barclay

Prepared On: 4/20/2017

GRANT AGREEMENT

FOR THE ACQUISITION OF CONSERVATION EASEMENT

THIS AGREEMENT, made this day of , 2017, by and between **MARY-ELIZABETH ATKINS**, with an address at 1845 Salt Point Turnpike, Salt Point, New York 12578 , and a mailing address of PO Box 210, Salt Point, New York 12578-0210 (the "Owner"); the **COUNTY OF DUTCHESS**, a municipal corporation with offices at 22 Market Street, Poughkeepsie, New York 12601 (the "County"); and **DUTCHESS LAND CONSERVANCY, INC.** with offices at 4289 Route 82, Millbrook, New York 12545 (the "Conservancy"), and a mailing address of P.O. Box 138 Millbrook, New York, 12545.

WITNESSETH:

WHEREAS, the Owner is the sole owner in fee simple of real property (the "Property") which consists of approximately 169.843 acres and desires to sell and convey to the Conservancy a conservation easement on the entire Property, more fully described in "Exhibit A" attached hereto and incorporated by reference, located on Salt Point Turnpike, Malone Road, Cottage Street and Hibernia Road in the Town of Pleasant Valley, Dutchess County, New York (Tax Grid Numbers 6465-2-586756, 6465-2-658682 and 6465-2-737695); and

WHEREAS, the Conservancy wishes to purchase such conservation easement provided that funds therefor are available through the New York State Department of Agriculture and Markets Farmland Protection Hudson Valley Agricultural Enhancement Program authorized by Contract C00105GG, and that needed matching funds are also available through the Dutchess County Partnership for Manageable Growth Program authorized by the County pursuant to Resolutions 208206 and 2014323, the Scenic Hudson Land Trust, Inc, and the Conservancy.

Now, therefore, the parties agree as follows:

1. **PURCHASE OF CONSERVATION EASEMENT.** The Owner agrees to sell and convey to the Conservancy, and the Conservancy agrees to purchase from the Owner, a conservation easement (the "Conservation Easement") on the Property upon the terms and conditions hereinafter set forth. Among other terms under the Conservation Easement, the Conservancy shall hold the Conservation Easement and have enforcement rights pursuant to the terms of the Conservation Easement, the County shall have third party enforcement rights pursuant to the terms of the Conservation Easement, and the Scenic Hudson Land Trust shall have a role as First Assignee for the transfer of Conservation Easement and a Right of First Refusal. The Conservancy, the County, and the Scenic Hudson Land Trust shall have the right to claim portions of the monetary value of the Conservation Easement in the event the Conservation Easement is extinguished as provided in the Conservation Easement. The Conservation Easement shall be substantially in the form attached to this Agreement as "Exhibit B." The Exhibit B Conservation Easement has been approved the Conservancy's Board of Directors.

2. **PAYMENT.** The development rights for the Property, which consists of approximately 169.843 acres, are appraised at One Million, One Thousand, Five Hundred Dollars (\$1,001,500), or (approximately) \$5,897 per acre, payable in full at Closing in accordance with paragraph "3" below and subject to the contingencies set forth in paragraph "4". The purchase price shall be raised from the following sources: NYS Contract No. C00105GG (an amount not to exceed \$788,750, of which \$765,500 will be used toward the purchase price); the Dutchess County Partnership For Manageable Growth Program (an amount not to exceed \$118,000), the Scenic Hudson Land Trust (an amount not to exceed \$140,643, of which \$118,000 will be used toward purchase price), and the funds of the Conservancy (an amount not to exceed \$5,000). See Exhibit C "Financial Worksheet" for more detail.

The total project costs, which include the purchase price, survey, appraisal, title insurance, closing and administrative costs will be paid by the Conservancy using Conservancy funds and funds provided by New York State, the County, and the Scenic Hudson Land Trust. The exact amount of costs other than the purchase price will be determined on or before the closing date. The Owner will be responsible for all of her own costs and fees in relation to this agreement, including the New York State Transfer Tax.

The Property to be subject to the conservation Easement is shown on a survey map completed by Kirk Horton, Licensed Land Surveyor, titled "Survey Map of Conservation Easement on Lands of Mary Elizabeth Atkins" dated September 14, 2016 and last revised October 7, 2016, attached hereto as "Exhibit D". The survey map will be filed with Office of the Dutchess County Clerk prior to closing. The survey shall be certified to the Owner, New York State Department of Agriculture and Markets, the County, the Scenic Hudson Land Trust, Inc., the Conservancy, and Stewart Title Insurance Company. Cost of the survey will be borne by the Scenic Hudson Land Trust.

3. **APPRAISAL.** The Real Property Appraisal Report prepared by McGrath & Company, Inc., dated January 30, 2017, values the Conservation Easement at One Million, One Thousand, Five Hundred Dollars (\$1,001,500), or (approximately) \$5,897 per acre.

4. **CLOSING.** Closing shall take place at the offices of the Conservancy at 4289 Route 82, Millbrook, New York on or about June 27, 2017, or at such other time and place as the parties shall mutually agree, promptly after funds are made available therefore, pursuant to the New York State Department of Agriculture and Markets Farmland Protection Implementation Grant Program, Dutchess County Partnership for Manageable Growth Program, the Scenic Hudson Land Trust, and the Conservancy, as referenced above.

5. **CONTINGENCIES.** This Agreement, and the closing are subject to the following contingencies:

(a) Approval of the proposed Conservation Easement ("Exhibit B") by the New York State Department of Agriculture and Markets, the County, and the Scenic Hudson Land Trust. If the Conservation Easement in Exhibit B is modified prior to closing, the modified Conservation Easement must also be approved by the Conservancy's Board of Directors.

(b) Receipt by the Conservancy of the funds necessary to purchase the Conservation Easement and pay related closing and administrative costs, through a New York State Department of Agriculture and Markets Farmland Protection Hudson Valley Agricultural Enhancement Program (NYS Contract No.C00105GG, an amount not to exceed \$788,750 to be used toward both the purchase price and the transaction costs); the Dutchess County Partnership For Manageable Growth Program (an amount not to exceed \$118,000 to be used toward the purchase price); the Scenic Hudson Land Trust (an amount not to exceed \$140,643 to be used toward both the purchase price and the transaction costs); and the funds of the Conservancy (an amount not to exceed \$5,000 to be used toward the transaction costs).

(c) Conveyance of title satisfactory to the New York State Department of Agriculture and Markets, the County, the Scenic Hudson Land Trust, and the Conservancy, subject only to utility company rights, licenses and/or easements to maintain pole, lines, wires and other installations presently servicing the property providing same do not, in the judgment of funding agencies, significantly impede the purposes of the Conservation Easement or significantly reduce its value.

(d) Any documentation, approvals or consents as may be required by the New York State Department of Agriculture and Markets, the County, the Scenic Hudson Land Trust or the Conservancy in order to comply with Program requirements.

(e) Conveyance, free of all mortgages and encumbrances of any nature whatsoever or, if any such mortgages or encumbrances exist, subordination of such mortgages or encumbrances to the Conservation Easement to the satisfaction of the New York State Department of Agriculture and Markets, the County, and the Conservancy.

6. **CANCELLATION.** If the contingencies set forth in Section 4 are not satisfied, the County or the Conservancy may cancel this Agreement on written notice to the Owner and no party will have any claim or cause of action against any other arising out of this Agreement. Notwithstanding the above, if the parties have not successfully closed this matter by June 27, 2018, the Owner may cancel this Agreement upon written notice to the Conservancy at its address as shown herein, attention Rebecca E. C. Thornton, President, and no party shall have any claim or cause of action for damages against any other party arising out of this Agreement.

7. **OWNER'S REPRESENTATIONS.** The Owner represents that she has, and will have at the closing, the power to sell, transfer and convey the Conservation Easement to the Conservancy subject only to the terms of this agreement; that the Owners are not aware of any actions or proceedings which affect the Owner's title to the Property; that there are no uncured notices which have been served upon the Owner by any governmental agency, notifying the Owner of any violations of law, ordinance or regulation which would affect the Property, or actual impending mechanics liens against the Property; and that the Owner has not entered into, nor does there exist any license, lease, option, right of first refusal or other agreement, which affects title of the Property or would affect its obligations hereunder.

The Owner has no knowledge of any condition at, on, under or related to the Property presently or potentially posing a significant hazard to human health or to the environment (whether or not

such condition constitutes a violation of law that would result in liability to the Owner, County or Conservancy under any Federal, State or local environmental laws).

Should any of the above representations or warranties cease to be true at any time prior to the closing, the Owner shall immediately so advise the County and Conservancy in writing, except insofar as the Owner has advised the County and Conservancy to the contrary. Each of the above representations and warranties shall be deemed to have been made as of the closing and shall survive the closing.

8. **NO BROKERS COMMISSION.** Each of the parties represents no broker was used in connection with this Agreement or with any of the transactions contemplated herein.

9. **SEVERABILITY.** Each provision of this Agreement is severable from any and all other provisions of the Agreement. Should any provision of this Agreement be, for any reason, unenforceable, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view to effecting the purpose of this Agreement and enforceability of the remaining provisions of this Agreement shall not be effected thereby.

EXHIBIT "A"
LEGAL DESCRIPTION

All that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situated, lying and being in the Town of Pleasant Valley, Dutchess County, New York, shown on a map entitled "Survey Map of Conservation Easement on Lands of Mary Elizabeth Atkins", prepared by Kirk Horton, Licensed Land Surveyor, dated September 14, 2016 and last revised on _____, and filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____, more particularly described as follows:

Parcel One

(part of tax grid No. 134400-00-6465-02-586756)

Beginning at the most easterly corner of the herein described parcel at a point in the westerly line of the Salt Point Turnpike, being the southeasterly corner of lands now or formerly of Hackett, described in Deed Document No. 2-2001-10872;

Thence along said westerly line of the Turnpike,
South 25°14'12" West for 364.36 feet,
South 29°17'07" West for 239.11 feet, and
South 33°08'33" West for 538.01 feet;

Thence along the northerly line of lands acquired by the County of Dutchess for highway purposes by deed recorded in Liber 559 of Deeds at page 52, and shown on Map PV-1 on record at the New York State Department of Transportation (NYSDOT) for State Highway No. 9451 (Salt Point Turnpike),

Along a curve to the right, the radius point of which bears North 56°51'27" West and 204.20 feet distant, through a central angle of 53°56'50", for an arc length of 192.27 feet to a concrete monument found;

Thence along lands appropriated by the People of the State of New York for highway purposes, notice of which is recorded in Deed Document No. 2-2000-2575, being Parcel 30 on Map No. 29 for State Highway No. 9451 (Salt Point Turnpike),

North 49°40'23" West for 34.53 feet to a concrete monument,
North 84°25'06" West for 30.30 feet, and
South 70°09'14" West for 44.58 feet to a concrete monument;

Thence along the aforementioned lands acquired by the County of Dutchess shown on said Map PV-1,

North 81°56'50" West for 199.97 feet, and

Along a curve to the left, the radius point of which bears South 8°03'10" West and 925.00 feet distant, through a central angle of 6°30'14", for an arc length of 105.00 feet;

Thence continuing along the northerly side of said Turnpike,

North 88°27'04" West for 150.90 feet,
South 75°36'59" West for 352.34 feet,
South 71°41'57" West for 162.39 feet;

Thence along the easterly line of Malone Road,

Along a curve to the right, the radius point of which bears North 18°18'03" West and 30.00 feet distant, through a central angle of 100°39'16", for an arc length of 52.70 feet,

North 7°38'46" West for 504.54 feet,

Along a curve to the right, the radius point of which bears North 82°21'14" East and 350.00 feet distant, through a central angle of 22°20'45", for an arc length of 136.50 feet,

North 14°41'59" East for 81.94 feet,

Along a curve to the left, the radius point of which bears North 75°18'01" West and 450.00 feet distant, through a central angle of 22°18'26", for an arc length of 175.20 feet,

North 7°36'27" West for 1820.25 feet, and

Along a curve to the left, the radius point of which bears South 82°23'33" West and 100.00 feet distant, through a central angle of 28°03'27", for an arc length of 48.97 feet;

Thence along lands now or formerly of Newell, described in Deed Document No. 2-2003-10984, generally following the westerly side of a stone wall,

North 4°43'37" West for 261.60 feet;

Thence along lands now or formerly of Gotsch, described in Deed Document No. 2-2010-33,

South 89°33'31" East for 1.50 feet to the center of said stone wall, and

North 3°33'32" West for 197.64 feet to a corner of said wall;

Thence along lands now or formerly of the Institute of Ecosystem Studies, Inc., described in Liber 1940 of Deeds at page 400, following said stone wall,

South 69°18'06" East for 583.54 feet,

South 70°05'08" East for 225.71 feet,

South 55°36'54" East for 210.75 feet,

South 56°59'03" East for 146.49 feet, and

South 55°00'44" East for 74.36 feet to a point at or near the easterly end of said wall, said point bearing South 0°51'53" East and 10.96 feet distant from an iron rod found;

Thence along lands now or formerly of Beckmann, described in Deed Document No. 2-2016-2080, crossing a bog,

South 0°51'53" East for 215.13 feet to the northerly end of a stone wall, and along said wall

South 0°22'03" West for 209.21 feet to an intersection of stone walls,

South 67°24'42" East for 289.44 feet to an iron rod found in said wall, and

South 66°13'12" East for 240.75 feet to an intersection of stone walls;

Thence along lands now or formerly of Pearson, described in Deed Document No. 2-2004-6366, following said stone wall,

South 23°33'20" West for 560.71 feet,

South 1°08'30" East for 24.29 feet,

South 43°13'55" East for 37.17 feet,

South 39°34'15" East for 100.34 feet,

South 35°21'58" East for 128.88 feet,

South 25°14'04" East for 71.37 feet to an intersection of stone walls, and

North 49°36'13" East for 199.90 feet to a point in said wall;

Thence along lands now or formerly of Hackett, described in Deed Document No. 2-2001-10872, following the remains of an old wire fence in part,

South 62°18'42" East for 455.87 feet to the point or place of beginning;

Containing 90.230 acres.

Parcel One continued
(part of tax grid No. 134400-00-6465-02-586756)

Beginning at an iron rod found in the southerly line of the Salt Point Turnpike opposite the intersection with Malone Road and marking the northwesterly corner of the herein described parcel; Thence along the southerly line of said Turnpike,

North 71°41'57" East for 219.34 feet, and

North 75°36'59" East for 206.89 feet;

Thence along the southerly line of lands acquired by the County of Dutchess for highway purposes by deed recorded in Liber 559 of Deeds at page 52, and shown on Map PV-1 on record at the New York State Department of Transportation (NYSDOT) for State Highway No. 9451 (Salt Point Turnpike),

South 15°59'32" East for 4.85 feet,

Along a curve to the right, the radius point of which bears South 15°59'32" East and 900.00 feet distant, through a central angle of 24°02'42", for an arc length of 377.70 feet, and

South 81°56'50" East for 166.44 feet to a concrete monument found;

Thence along lands appropriated by the People of the State of New York for highway purposes, notice of which is recorded in Deed Document No. 2-2000-2575, being Parcel 31 on Map No. 29 for State Highway No. 9451 (Salt Point Turnpike),

South 69°12'24" East for 55.85 feet to a concrete monument,

South 82°02'52" East for 25.49 feet, and

North 74°07'09" East for 30.02 feet to a concrete monument;

Thence along the aforementioned lands acquired by the County of Dutchess shown on said Map PV-1,

South 82°04'51" East for 41.16 feet, and

South 36°56'50" East for 79.85 feet;

Thence along the westerly line of North Avenue,

South 17°22'33" West for 171.58 feet,

South 25°31'31" West for 221.70 feet, and

South 16°03'38" West for 65.83 feet;

Thence along lands now or formerly of Daley, described in Deed Document No. 2-2008-2899, following the remains of a stone wall in part,

South 86°25'19" West for 231.23 feet;

Thence along lands now or formerly of Lumb, described in Liber 1359 of Deeds at page 697, following said stone wall remains,

South 87°13'56" West for 137.79 feet;

Thence along lands now or formerly of Czech, described in Deed Document No. 2-2015-3563, following a stone wall and the remains thereof,

South 86°51'57" West for 544.29 feet to an iron rod found at an intersection of stone walls;

Thence along lands now or formerly of Femenella, described in Deed Document No. 2-2016-864, following a stone wall,

North 0°32'32" West for 45.11 feet,

North 8°03'20" West for 72.17 feet to an iron rod in said wall,

North 7°52'00" West for 63.42 feet, and continuing along said wall and the range thereof,

North 10°14'05" West for 269.18 feet to the point or place of beginning;

Containing 12.515 acres.

Parcel One continued
(part of tax grid No. 134400-00-6465-02-586756)

Beginning at a point in the easterly line of North Avenue at the southwesterly corner of the herein described parcel, and the northwesterly corner of lands now or formerly of Daley, described in Deed Document No. 2-2008-2899;

Thence along the easterly line of said North Avenue,

North 16°03'38" East for 46.47 feet,

North 25°31'31" East for 221.12 feet, and

North 17°22'33" East for 183.44 feet;

Thence along lands acquired by the County of Dutchess for highway purposes by deed recorded in Liber 559 of Deeds at page 56,

North 28°46'16" East for 319.41 feet;

Thence along the easterly line of the Salt Point Turnpike,

North 33°08'33" East for 433.79 feet, and

North 29°17'07" East for 270.63 feet;

Thence along the southerly line of Cottage Street,

South 75°19'32" East for 244.71 feet;

Thence along the westerly line of lands now or formerly of Straus, described in Deed Document No. 2-2000-1376,

South 13°51'59" West for 207.80 feet, and

South 77°32'31" East for 165.46 feet;

Thence along lands now or formerly of Damron, described in Deed Document No. 2-2014-6980,

Along a curve to the left, the radius point of which bears South 76°43'39" East and 2964.93 feet distant, through a central angle of 0°28'41" for an arc length of 24.74 feet to a point, from which an iron pin found marking station 1763+28.43 in the centerline of the former Central New England Railway as shown on Valuation Map V80-82, sheet 28, measures 100.00 feet distant easterly at a right angle to the following course, and

South 12°47'40" West for 171.88 feet to the southwesterly corner of said lands of Damron;

Thence along the westerly line of a 1.175 acre parcel of said Mary Elizabeth Atkins,

South 12°47'40" West for 30.29 feet,

South 77°12'20" East for 67.00 feet, and

South 12°47'40" West for 732.96 feet to a point at or near the easterly end of a stone wall;

Thence along the aforementioned lands of Daley, following said stone wall,

South 86°49'20" West for 614.46 feet to the westerly end of said wall, and

South 87°02'17" West for 274.21 feet to the point or place of beginning;

Containing 18.592 acres.

Parcel Two
(tax grid No. 134400-00-6465-02-658682)

Beginning at the southeasterly corner of the herein described parcel and the southwesterly corner of a 47.330 acre parcel of said Mary Elizabeth Atkins;

Thence along lands now or formerly of Daley, described in Deed Document No. 2-2008-2899,

South 87°00'33" West for 68.59 feet to a point at or near the easterly end of a stone wall;

Thence along an 18.592 acre parcel of said Atkins,
North 12°47'40" East for 732.96 feet,
North 77°12'20" West for 67.00 feet, and
North 12°47'40" East for 30.29 feet;

Thence along lands now or formerly of Damron, described in Deed Document No. 2-2014-6980,

South 73°25'00" East for 133.29 feet to an iron bar on the westerly side of a private cemetery;

Thence along the westerly line of the aforementioned 47.330 acre parcel,
South 12°47'40" West for 735.79 feet to the point or place of beginning;

Containing 1.175 acres.

Parcel Three

(tax grid No. 134400-00-6465-02-737695)

Beginning at the northeasterly corner of the herein described parcel at a point in the southerly line of Hibernia Road at or near the easterly end of a stone wall;

Thence along lands now or formerly of Hanka & Cooke, described in Liber 1553 of Deeds at page 694, following a stone wall and the remains thereof,

South 18°34'29" West for 562.56 feet to an angle in said wall,

South 58°09'17" West for 244.20 feet to a point at or near the easterly bank of the Little Wappingers Creek, and generally along said bank,

South 1°54'17" West for 163.68 feet,

South 4°54'17" West for 160.38 feet, and

South 8°39'17" West for 234.96 feet;

Thence along lands now or formerly of Daley, described in Deed Document No. 2-2008-2899, crossing said Creek

South 84°06'19" West for 570.24 feet,

North 7°23'41" West for 14.52 feet,

South 83°06'19" West for 112.86 feet to the easterly end of a stone wall,

South 87°49'03" West for 236.42 feet to the westerly end of said wall,

South 87°48'07" West for 294.27 feet crossing a pond to the easterly end of a stone wall, and

South 87°06'11" West for 202.28 feet to a point a little past the west end of said wall and in range thereof;

Thence along a 1.175 acre parcel of said Mary Elizabeth Atkins, formerly being lands of the Central New England Railway,

North 12°47'40" East for 735.79 feet to an iron bar found on the westerly side of a private cemetery located on the herein described parcel;

Thence along lands now or formerly of Damron, described in Deed Document No. 2-2014-6980, also formerly being lands of said Railway,

North 12°47'40" East for 180.69 feet to a point, from which an iron pin found marking station 1763+28.43 in the centerline of the former Central New England Railway as shown on Valuation Map V80-82, sheet 28, measures 33.00 feet distant westerly at a right angle to the last mentioned course, and

Along a curve to the right, the radius point of which bears South 77°12'20" East and 2831.93 feet distant, through a central angle of 6°00'50" for an arc length of 297.24 feet to an iron rod found;

Thence along lands recently conveyed to the Town of Pleasant Valley, described in Deed Document No. 2-2017-#####, as shown on a map entitled "Lot Line Adjustment between properties of Mary Elizabeth Atkins & Town of Pleasant Valley" recorded at the Office of the Dutchess County Clerk on April 25, 2017 as Filed Map No. 12563,

North 25°30'49" East for 190.53 feet to an iron rod set, and

North 23°26'14" East for 142.99 feet to an iron rod set;

Thence along lands now or formerly of McCaffery, described in Liber 1575 of Deeds At page 917,

North 22°04'00" East for 25.74 feet,

North 61°34'00" East for 97.94 feet to a point at or near the westerly bank of said Little Wappingers Creek, and generally along said bank,

North 1°49'15" East for 219.79 feet to an iron pipe found;

Thence along lands now or formerly of Way, described in Liber 1883 of Deeds at page 130, generally along said bank,

North 22°51'34" East for 24.04 feet to an iron pipe found, and

North 22°42'34" East for 92.14 feet;

Thence along lands now or formerly of Salt Point Mill, LLC, described in Deed Document No. 2-2015-6737, generally along said bank,

North 26°34'57" East for 34.45 feet to a point in the center of the easterly face of a concrete headwall,

North 31°16'45" East for 54.00 feet, and

North 20°18'45" East for 203.60 feet;

Thence along lands now or formerly of Freer, described in Liber 1531 of Deeds at page 388, crossing said Creek,

North 23°52'00" East for 51.26 feet, and

South 41°43'50" East for 29.70 feet to a point on or near the easterly bank of said Creek;

Thence along lands now or formerly of Freer, described in Liber 981 of Deeds at page 355, generally along said bank,

South 13°56'31" West for 29.95 feet,

South 1°46'10" West for 110.88 feet, leaving said bank and following a stone wall,

South 59°14'48" East for 101.93 feet,

South 62°43'24" East for 78.49 feet,

South 59°47'58" East for 81.03 feet, and

North 27°57'53" East for 136.05 feet to a point at or near the northerly end of said wall;

Thence along the southerly line of the aforementioned Hibernia Road,

South 50°14'46" East for 17.19 feet to a point at or near the northerly end of a stone wall;

Thence along lands now or formerly of Wehrli, described in Liber 1996 of Deeds at page 603, following said stone wall,

South 27°24'25" West for 87.10 feet,

South 31°09'57" West for 67.82 feet,

South 24°59'13" West for 26.63 feet,

South 29°03'17" West for 157.08 feet,

South 25°47'23" West for 252.58 feet, and

South 45°19'04" East for 132.11 feet;
 Thence along lands now or formerly of Feller, described in Liber 1914 of Deeds at page 576,
 following said stone wall,
 South 47°23'04" East for 129.01 feet;
 Thence along lands now or formerly of Mina, described in Libe 1944 of Deeds at page 698,
 following said stone wall,
 South 51°26'17" East for 62.70 feet;
 Thence along lands now or formerly of Femenella, described in Deed Document No. 2-2003-
 3652, generally following the northeasterly bank of said Little Wappingers Creek,
 South 54°15'52" East for 99.56 feet,
 South 38°08'52" East for 55.20 feet, and
 South 29°41'52" East for 51.17 feet;
 Thence along lands now or formerly of Rapp, described in Deed Document No. 2-2002-1741,
 generally following said bank,
 South 35°11'08" West for 8.83 feet to an iron rod found, and
 South 42°51'56" East for 137.94 feet to an iron rod found, and leaving said bank and
 following the remains of an old wire fence,
 North 35°41'02" East for 634.09 feet;
 Thence along the southerly line of the aforementioned Hibernia Road,
 South 48°48'12" East for 205.49 feet,
 South 57°41'42" East for 67.69 feet, and
 South 48°33'44" East for 79.65 feet to the point or place of beginning;
Containing 47.330 acres.

Farmstead Area

(part of tax grid No. 134400-00-6465-02-586756)

Beginning at point in the westerly line of the Salt Point Turnpike 12.0 feet easterly from the
 northeasterly corner of the barn on said parcel and in range with the north side of said barn;
 Thence along said westerly line of the Turnpike,
 South 29°17'07" West for 59.03 feet;
 Thence through a 90.230 acre parcel of said Mary Elizabeth Atkins,
 North 65°19'34" West for 51.25 feet to a point 2.0 feet southerly from the southerly side of
 said barn,
 South 33°08'33" West for 371.72 feet,
 North 75°19'46" West for 23.33 feet to a point 10.0 feet southerly from the south side of the
 residence on said parcel,
 South 33°08'33" West for 183.67 feet,
 Along a curve to the right, the radius point of which bears North 56°51'27" West and 129.20
 feet distant, through a central angle of 41°59'59", for an arc length of 94.71 feet,
 North 49°40'23" West for 24.19 feet,
 North 84°25'06" West for 70.69 feet,
 South 70°09'14" West for 42.87 feet,
 North 81°56'50" West for 265.37 feet,
 North 1°51'44" East for 200.00 feet,
 North 90°00'00" East for 347.54 feet,

North 12°34'03" East for 736.08 feet,
North 49°36'13" East for 247.26 feet,
South 62°18'42" East for 348.33 feet,
South 16°50'59" West for 117.43 feet passing 2.0 feet easterly from the porch on the tenant house on said parcel,
North 73°09'01" West for 32.45 feet to a point 2.0 feet southerly from the southerly side of said tenant house,
South 25°14'12" West for 145.81 feet,
South 4°42'37" West for 184.16 feet passing 2.0 easterly from the northeasterly corner of a shed on said parcel to the point or place of beginning;
Containing 10.224 acres.

Resource Protection Area

(part of tax grid No. 134400-00-6465-02-737695)

Beginning at an iron rod set marking the northeasterly corner of lands recently conveyed to the Town of Pleasant Valley, described in Deed Document No. 2-2017-#####, shown on a map entitled "Lot Line Adjustment between properties of Mary Elizabeth Atkins & Town of Pleasant Valley" recorded at the Office of the Dutchess County Clerk on April 25, 2017 as Filed Map No. 12563,

Thence along lands now or formerly of McCaffery, described in Liber 1575 of Deeds At page 917,

North 22°04'00" East for 25.74 feet,

North 61°34'00" East for 97.94 feet to a point at or near the westerly bank of the Little Wappingers Creek, and generally along said bank,

North 1°49'15" East for 219.79 feet to an iron pipe found;

Thence along lands now or formerly of Way, described in Liber 1883 of Deeds at page 130, generally along said bank,

North 22°51'34" East for 24.04 feet to an iron pipe found, and

North 22°42'34" East for 92.14 feet;

Thence along lands now or formerly of Salt Point Mill, LLC, described in Deed Document No. 2-2015-6737, generally along said bank,

North 26°34'57" East for 34.45 feet to a point in the center of the easterly face of a concrete headwall,

North 31°16'45" East for 54.00 feet, and

North 20°18'45" East for 203.60 feet;

Thence along lands now or formerly of Freer, described in Liber 1531 of Deeds at page 388, crossing said Creek,

North 23°52'00" East for 51.26 feet, and

South 41°43'50" East for 29.70 feet to a point on or near the easterly bank of said Creek;

Thence along lands now or formerly of Freer, described in Liber 981 of Deeds at page 355, generally along said bank,

South 13°56'31" West for 29.95 feet,

South 1°46'10" West for 110.88 feet, leaving said bank and following a stone wall,

South 59°14'48" East for 101.93 feet,

South 62°43'24" East for 78.49 feet,
South 59°47'58" East for 81.03 feet, and
North 27°57'53" East for 136.05 feet to a point at or near the northerly end of said wall;
Thence along the southerly line of the aforementioned Hibernia Road,
South 50°14'46" East for 17.19 feet to a point at or near the northerly end of a stone wall;
Thence along lands now or formerly of Wehrli, described in Liber 1996 of Deeds at page 603,
following said stone wall,
South 27°24'25" West for 87.10 feet,
South 31°09'57" West for 67.82 feet,
South 24°59'13" West for 26.63 feet,
South 29°03'17" West for 157.08 feet,
South 25°47'23" West for 252.58 feet, and
South 45°19'04" East for 132.11 feet;
Thence along lands now or formerly of Feller, described in Liber 1914 of Deeds at page 576,
following said stone wall,
South 47°23'04" East for 129.01 feet;
Thence along lands now or formerly of Mina, described in Libe 1944 of Deeds at page 698,
following said stone wall,
South 51°26'17" East for 62.70 feet;
Thence along lands now or formerly of Femenella, described in Deed Document No. 2-2003-
3652, generally following the northeasterly bank of said Little Wappingers Creek,
South 54°15'52" East for 99.56 feet,
South 38°08'52" East for 55.20 feet, and
South 29°41'52" East for 51.17 feet;
Thence along lands now or formerly of Rapp, described in Deed Document No. 2-2002-1741,
generally following said bank,
South 35°11'08" West for 8.83 feet to an iron rod found, and
South 42°51'56" East for 137.94 feet to an iron rod found;
Thence through a 47.330 acre parcel of said Mary Elizabeth Atkins,
South 66°30'02" East for 45.08 feet,
South 41°05'22" East for 149.69 feet,
South 32°30'12" East for 227.35 feet,
South 8°17'32" West for 49.28 feet, and
South 1°54'17" West for 163.68 feet to a point at or near the easterly bank of said Little
Wappingers Creek;
Thence along lands now or formerly of Hanka & Cooke, described in Liber 1553 of Deeds at
page 694, generally along or near said bank,
South 1°54'17" West for 163.68 feet,
South 4°54'17" West for 160.38 feet, and
South 8°39'17" West for 234.96 feet;
Thence along lands now or formerly of Daley, described in Deed Document No. 2-2008-2899,
crossing said Creek,
South 84°06'19" West for 570.24 feet,
North 7°23'41" West for 14.52 feet,
South 83°06'19" West for 112.86 feet to the easterly end of a stone wall,
South 87°49'03" West for 236.42 feet to the westerly end of said wall, and

South 87°48'07" West for 294.27 feet crossing a pond to the easterly end of a stone wall;
Thence through said lands of Mary Elizabeth Atkins,
North 47°17'40" East for 202.52 feet,
North 41°02'52" East for 148.08 feet,
North 75°54'04" East for 241.66 feet,
North 16°51'45" West for 109.47 feet,
North 27°05'06" East for 192.46 feet,
North 18°56'03" East for 170.12 feet,
North 7°41'42" West for 167.90 feet,
North 13°00'02" East for 167.47 feet,
North 48°24'25" West for 111.56 feet,
North 4°43'19" East for 111.13 feet,
North 57°36'25" West for 117.61 feet,
North 43°49'23" West for 228.13 feet, and
South 75°11'15" West for 56.25 feet to the point or place of beginning;
Containing 24.762 acres.

The basis of bearings and distances used in the above descriptions is the North American Datum of 1983 State Plane Coordinates for the New York East Zone.

EXHIBIT "B"
CONSERVATION EASEMENT

CONSERVATION EASEMENT

Between

MARY-ELIZABETH ATKINS

as Grantor

and

DUTCHESS LAND CONSERVANCY, INC.,

as Grantee

Version 2

May 2, 2017

This version on 5/2/2017 updates Recital A. with new acreage, surveyed acreage, mailing address; Recital G. with 2016 NYS Open Space Plan; Recitals V and W with partner contributions; updates the purchase price; Section 13 "Subdivision and Merger"; Section 19 "Liability and Indemnification" for clarification; Section 31 "Proceeds" with updated percentages.

Updated to reflect comments from NYS Dept of Agriculture and Markets – Preliminary Approval granted 10-4-2016

Deed of Conservation Easement

THIS CONSERVATION EASEMENT ("Easement") is made and entered into this _____ day of _____ 2017, by and between **MARY ELIZABETH ATKINS** (the "Grantor"), having an address at 1845 Salt Point Turnpike, Salt Point, New York, 12578 and a mailing address at PO Box 210, Salt Point, New York 12578-0210, and **DUTCHESS LAND CONSERVANCY, INC.**, (the "Grantee") a New York not-for-profit corporation having an office at 4289 Route 82, Millbrook, New York, 12545, and a mailing address of P.O. Box 138, Millbrook, New York, 12545..

WHEREAS:

- A. Grantor is the sole owner in fee simple of certain real property (the "Property") consisting of approximately 169.843 acres, in three (3) tax map parcel(s) located on Salt Point Turnpike, Hibernia and Malone Roads in the Town of Pleasant Valley, Dutchess County, New York, more fully described in the legal description of the property attached hereto as "Exhibit A" and shown on the Conservation Easement Map attached hereto as "Exhibit B", and on a survey map titled "Survey Map of Conservation Easement on Lands of Mary Elizabeth Atkins", prepared by Kirk Horton, Licensed Land Surveyor, dated September 14, 2016 and last revised on _____, and filed in the Dutchess County Clerk's Office on _____ as Filed Map No. _____.
- B. Grantee is a New York not-for-profit conservation organization within the meaning of Article 49, Title 3 of the Environmental Conservation Law of the State of New York (together with any successor statute, the "NYS ECL"), is organized for, among other purposes, conserving real property, is a tax exempt and qualified organization within the meaning of Sections 501(c)(3), 509(a) and 170(b)(1)(A)(vi) of the Internal Revenue Code (the "Code"), and is a "qualified organization" to accept, purchase, and hold conservation easements under Section 170(h) of the Code and Treasury Regulation Section 1.170A-14(c).
- C. The Property meets the criteria for acceptance of conservation easements of the Grantee and is in close proximity to, and shares a common boundary with, private land which is already permanently protected by the Grantee.
- D. Article 14, Section 4 of the New York State Constitution states: "The policy of this state shall be to conserve and protect its natural resources and scenic beauty and encourage the development and improvement of its agricultural lands for the production of food and other agricultural products;"
- E. Section 49-0301 of the NYS ECL states: "The legislature hereby finds and declares that in order to implement the state policy of conserving, preserving and protecting its environmental assets and natural and man-made resources, the preservation of open spaces, the preservation, development and improvement of agricultural and forest lands, ..., is fundamental to the maintenance, enhancement and improvement of...balanced economic growth and the quality of life in all areas of the state;"

- F. Article 25-AAA, Section 321 of the New York State Agriculture and Markets Law (“AML”) states: “It is hereby found and declared that agricultural lands are irreplaceable state assets. In an effort to maintain the economic viability, and environmental and landscape preservation values associated with agriculture,” the Commissioner is authorized to administer programs to assist counties in developing agricultural and farmland protection plans and to assist both county and municipal governments in the implementation of such plans. The Commissioner gives priority to projects that will preserve viable agricultural land, are located in areas facing significant development pressure and serve as a buffer for a significant natural public resource containing important ecosystem or habitat characteristics.
- G. The Property is actively farmed and located in the Hudson Valley. The 2016 New York State Open Space Conservation Plan prepared by the Department of Environmental Conservation, the Office of Parks, Recreation and Historic Preservation, and the Department of State (the “NYS OS Plan”) identifies farmland in the Hudson Valley as a “vital component of the New York City/Hudson Valley “Foodshed”” due to its potential to provide fresh local foods and “bolster food security of the New York City metropolitan region and the Hudson Valley”. The NYS OS Plan refers to priority farmland clusters of important agricultural areas as shown in the *Dutchess County Agricultural and Farmland Protection Plan* adopted by Dutchess County in 2015. The Property is included in the identified priority areas.

The Property has frontage on the Little Wappinger Creek immediately north of its confluence with the Wappinger Creek. The NYS OS Plan identifies Hudson River tributaries such as Wappinger Creek and the Little Wappinger Creek as important sites which protect habitat and provide access to stream banks of tributaries.

- H. The Property is located in an area identified as the Hudson River Estuary Area of Biological Concern in *Wildlife and Habitat Conservation Framework: An Approach for Conserving Biodiversity in the Hudson River Estuary Corridor*, (the “Conservation Framework”) produced in 2006 by New York Cooperative Fish and Wildlife Research Unit at Cornell University, and New York State Department of Environmental Conservation, Hudson River Estuary Program. Located within the Hudson River Valley, the Hudson River Estuary Area is an area of high biological and geological diversity, and significant within the context of biodiversity in New York State and the New England and Mid-Atlantic portions of the United States. The Hudson River Estuary Area faces conservation threats such as habitat loss and fragmentation, and the Conservation Framework recommends protecting large, contiguous, unaltered tracts of land, including preservation of farmland through the use of conservation easements, as means to protect the biodiversity of the Hudson River Estuary Area.
- I. The Property is located within the Hudson Valley EcoRegion as described in *Chapter 6, Biological Resources and Biodiversity of Dutchess County*, written by Mary Ann Cunningham, Neil Curri, and Robert Wills for the *Natural Resource Inventory of Dutchess County* (the “Dutchess NRI”), a 2010 collaborative project of Cornell Cooperative Extension Dutchess County (CCEDC) Environment and Energy Program, Cary Institute of Ecosystem Studies, Dutchess County Department of Planning and Development, Dutchess County Environmental Management Council (EMC) and Vassar

College Environmental Research Institute, the Hudson Valley EcoRegion extends along the entire western boundary of Dutchess County, consisting of plains broken by hills and terraces, in which common land uses include pasture and cropland.

The Property is also located within the Taconic Foothills EcoRegion as described in the Dutchess NRI. The Taconic Foothills EcoRegion forms a transition zone between the Hudson Valley and the Hudson Highlands to the south, and the Western New England Marble Valleys, the Berkshire Transition, and Taconic Mountains to the east and northeast. The Taconic Foothills have a rounded, rolling profile containing narrow valleys with steep slopes with a predominant land use of woodland and pasture, with minor areas of cropland.

Priority habitats identified in the Hudson Valley and Taconic Foothills EcoRegions include streams, wetlands, contiguous forest and open grasslands; all habitats that exist on the Property. The Dutchess NRI recommends the use of conservation easements as a component of a habitat conservation strategy.

- J. The Property is located within Dutchess County, which adopted an Agricultural and Farmland Protection Plan in March, 2015. The Plan recommends that Dutchess County and its partners “Continue to purchase the development rights on key farm properties – through multiple funding partners including federal, state, and local government, and local land trusts.” The Plan also recommends identifying “opportunities to create and/or build upon existing core areas of preserved farmland in each of the County’s farming communities.” The Plan emphasizes the strong farmland conversion pressure that exists in Dutchess County, which can result in “a loss of farm production, open space, and loss of agricultural jobs...” The Property is located within an Agricultural Priority Area in the Plan, the priority areas containing farmland identified as being important for preservation.
- K. The Dutchess County Legislature, in the County Master Plan, *Directions*, adopted by the Dutchess County Legislature in 1988, has identified the area in which the Property is located as an area in which agricultural lands and streams and wetlands should be preserved. *Directions* emphasizes the preservation of prime agricultural soils, and wetlands and encourages open space land uses and the protection of scenic resources. Policy 4.4 supports efforts to maintain the vitality, and increase the diversity of agricultural enterprises in the county. Policy 4.5 supports local land use management techniques that serve to protect agricultural lands, especially within the agricultural districts. Policy 5.14 advocates the protection of wetlands and their buffers from development activities. Policy 5.16 supports measures to preserve the county’s prime and important agricultural soils. Policy 5.20 advocates the preservation of the county’s scenic resources and significant natural areas. Policy 5.22 encourages the use of forest management practices that are compatible with forest conservation and enhancement. Policy 5.23 encourages the protection and recognition of uncommon or especially-sensitive forest resources, such as hemlock groves, forests with particularly large trees, beech woods, and the woodland buffers around water bodies, wetlands and roadways. Policy 5.24 encourages the preservation of woodland “greenbelt” corridors through communities, especially along streams, floodplains, wetlands, and other sensitive areas, to provide recreational space, wildlife habitat, natural buffers and aquifer protection.

Policy 7.11 encourages the provision of open space areas and greenbelt corridors as a fundamental land use that is carefully planned as part of the land use pattern. Policy 7.13 discourages the subdivision of prime and important agricultural soils and large forested tracts into lots which preclude the future use for agriculture and forestry. Policy 11.3 encourages the use of innovative development techniques, such as planned unit development, conservation easement and cluster subdivision, to provide recreational areas and facilities at minimal public cost. Policy 11.18 encourages the maintenance of open space as a technique for preserving unique ecological features, such as floodplains, wetlands, steep slopes and major aquifers. *Directions* recommends low density development to prevent degradation of the area's rural, natural and scenic characteristics through subdivision and development; Policy 11.21 supports the use of conservation easements to preserve open space in rural areas.

- L. The Property is located within Dutchess County's Agricultural District #20, created pursuant to Article 25-AA of the NYS Agriculture and Markets Law. Section 300 states: "It is hereby found and declared that many of the agricultural lands in New York State are in jeopardy of being lost for any agricultural purposes. When nonagricultural development extends into farm areas, competition for limited resources results. ... It is, therefore, the declared policy of the state to conserve, protect and encourage the development and improvement of its agricultural land for production of food and other agricultural products. It is the purpose of this article to provide a locally-initiated mechanism for the protection and enhancement of New York State's agricultural land as a viable segment of the local and state economies and as an economic and environmental resource of major importance;"
- M. The Property is located within the Town of Pleasant Valley, which adopted an Open Space and Farmland Protection Plan ("the Farmland Protection Plan") on December 11th of 2013. The Plan states that the Town's identity is tied to agricultural lands and recommends promoting the protection of open space and farmland through the use of conservation easements and purchase of development rights. The Property is identified by the Plan as being located in two Priority Areas of Conservation: "Gretna Road/Salt Point Area" and the "Wappinger Creek Area" and states that the important conservation goals in this area include preservation of working farms (agricultural resources), wetland systems (critical habitat areas) and maintaining the Town's rural character (scenic viewsheds).
- N. The Property consists primarily of productive agricultural land. The Property contains approximately 40 acres of prime soils, and approximately 94 acres of soils of statewide importance as defined by the U.S. Department of Agriculture Natural Resources Conservation Service.
- O. The Property is in the watershed of the Little Wappinger Creek a sub-basin of the watershed of the Wappinger Creek which is in an area of direct drainage to the Hudson River. The Wappinger Creek drainage basin is 210 square miles and contained entirely within Dutchess County, as described in the *Natural Resource Inventory of Dutchess County* referenced earlier.

- P. The policy of New York State, as set forth in Title 5, Article 15 of the Conservation Law, is to preserve and protect the state's lakes, rivers, streams and ponds. The Property contains frontage on almost a one-half mile length of the Little Wappinger Creek a Class B stream (H-101-18), which has been classified by the New York State Department of Environmental Conservation according to its best use for fishing, fish propagation, and swimming. This classification helps to meet the goals of the Federal Clean Water Act and encourages continuous protection to keep the stream clean for the future.
- Q. The Property contains approximately nine acres of wetlands designated on the National Wetlands Inventory by the United States Department of the Interior.
- R. A portion of the Property, approximately 54 acres, is part of a "Zone I" Aquifer Recharge Area, an area of permeable deposits directly overlying the aquifer through which water can move downward with little or no natural filtration because the water is moving too quickly; and approximately 102 acres, is part of a "Zone II" Aquifer Recharge Area, an area of less permeable deposits located upgradient from an aquifer, which contributes to recharge to the aquifer through both overland runoff and groundwater flow, as defined by the *Dutchess County Water Supply Protection Program Report* prepared by Horsley, Witten, Inc., in 1993 for the Dutchess County Water and Wastewater Authority.
- S. Approximately 25 acres of the Property lies within a 100-year flood plain as designated by the Federal Emergency Management Agency.
- T. The Property contains approximately 25 acres of woodlands that are part of a relatively unbroken tract of forest lands that extend for hundreds of acres and represents valuable habitat as a contiguous forest.
- U. The New York State Department of Agriculture and Markets (the "Department of Agriculture and Markets") has awarded a grant of \$788,750.00 toward the total project costs of acquiring a perpetual conservation easement on the Property pursuant to grant contract number C00105GG pursuant to Article 25-AAA of the Agriculture and Markets Law, and as a condition to the Department of Agriculture and Markets participation, the Department of Agriculture and Markets is granted a role as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions as provided in Section 20 below, and a right to be notified of the re-use of proceeds resulting from an extinguishment of this Conservation Easement as provided in Section 31 below.
- V. Dutchess County is a municipal corporation with an address at 22 Market Street, Poughkeepsie, New York (the "County"), The County has authorized a grant through the Dutchess County Partnership For Manageable Growth/Open Space and Farmland Protection Matching Grant Program to partially fund the purchase of this Conservation Easement. The grant is in the amount of One Hundred Eighteen Thousand Dollars (\$118,000) and as a condition to the County's participation, the County is granted a third-party enforcement right in this Conservation Easement and a right to claim a portion of

the proceeds resulting from an extinguishment of this Conservation Easement as provided in Section 31 below.

- W. The Scenic Hudson Land Trust, Inc. is a New York not-for-profit conservation organization with an address at One Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601 ("Scenic Hudson"). Scenic Hudson has contributed to partially fund the purchase of this Conservation Easement in the amount of One Hundred Eighteen Thousand Dollars (\$118,000). As a condition to its participation, Scenic Hudson is granted a right to assignment of this Conservation Easement pursuant to Section 27 below as well as the right to claim a portion of the proceeds resulting from an extinguishment of this Conservation Easement provided in Section 31 below.
- X. Grantor has received independent legal and financial advice regarding this Easement to the extent that Grantor has deemed necessary. Grantor freely signs this Easement in order to accomplish its conservation purposes.

NOW, THEREFORE, in consideration of the foregoing, One Million, One Thousand, Five Hundred Dollars (\$1,001,500) and the mutual covenants, terms, conditions and restrictions contained herein, the parties agree as follows:

1. Grant of Conservation Easement.

Grantor hereby grants and conveys to Grantee a perpetual conservation easement (the "Easement"), an immediately vested interest in real property defined by Article 49 of Title 3 of the ECL of the nature and character described herein, for the benefit of the general public, which Easement shall run with and bind the Property in perpetuity. Grantor will neither perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the covenants contained herein. Grantor authorizes Grantee to enforce these covenants in the manner described below.

2. Purpose.

2(a). The Primary Purpose of this Easement is to conserve Viable Agricultural Land by preventing the conversion of the Property to non-farm uses, except for those allowed herein. In achieving such prevention the Property shall be forever reserved for continued Agricultural Use. All other purposes listed below shall be secondary and none shall conflict with or significantly diminish the Primary Purpose of this Easement.

2(b). The Secondary Purpose of this Easement is to conserve the scenic, open, wooded, and natural character of the Property and protect the quality of its steep slopes, woodlands, prime and important farmland soils, streams and wetlands, habitat, and scenic quality by restricting development and use of the Property.

2(c). The Grantor and the Grantee intend that this Easement will confine the use of the Property to activities that are consistent with the purposes of this Easement and will prohibit and prevent any use of the Property that will materially impair or interfere with the conservation purposes of this Easement.

3. Implementation.

This Easement shall be implemented by limiting and restricting the non-agricultural development and non-farm use of the Property in accordance with its provisions. The Property remains subject to all applicable local, state and federal laws and regulations. This Easement and the administration of its provisions shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

4. Definitions.

- 4(a). **Accessory Apartment:** a dwelling unit containing complete housekeeping facilities, including kitchen and bathroom facilities for one family, located within a Principal Residence, Accessory Structure or Agricultural Structure, and that is subordinate or accessory to, and located on the same lot as, a Principal Residence.
- 4(b). **Accessory Residence:** a Residential Dwelling that is detached and separate from the Principal Residence and Farm Labor Housing, that is subordinate and secondary to the Principal Residence and located on the same lot, and that is typically used to house farm operator/manager, tenants, or guests of the Owner.
- 4(c). **Accessory Structure:** a Structure that is incidental and subordinate to the Principal Residence and which is not intended for human habitation (unless it includes an Accessory Apartment), including but not limited to a shed, garage, swimming pool, related changing facility, lean-to, woodshed, sculpture, indoor recreational court, outdoor recreational court, well house, and gazebo.
- 4(d). **Agricultural Structure or Improvement:** a Structure or Improvement built for the purpose of, or utilized for, Agricultural Uses. An Agricultural Structure may include, without limitation, customary barns, sheds, greenhouses, animal shelter and/or equestrian facilities. An Agricultural Structure may contain facilities or uses directly related to Agricultural Uses, such as a farm office and bathroom facilities, but may not be used for human habitation except as specifically permitted by this conservation easement.
- 4(e). **Agricultural Use:** those activities necessary to:
- (i.) produce "Crops, Livestock and Livestock Products"; or
 - (ii.) use the Property as a "Farm Operation" as defined in this Easement; or
 - (iii.) be actively enrolled in any federal or state or local program whose intent is to temporarily suspend (for a specified period of one or more years or crop seasons) the production of Crops, Livestock and Livestock Products for the stipulated purpose of soil and water conservation, wildlife habitat, or similar conservation purpose, or otherwise to manage the Property or a portion thereof in a fallow or temporarily idled manner, provided such management occurs pursuant to a Conservation Plan.
- 4(f). **Commercial Uses:** Any use or activity undertaken for business purposes, excluding activities such as hobbies, in which obtaining a financial benefit is

incidental to the purpose of the activity. Commercial Uses include the Agricultural and Forestry Uses permitted herein. Membership Clubs, as defined herein, shall not be considered Commercial Uses.

- 4(g). **Conservation Plan:** an Agricultural Environmental Management (AEM) Conservation Plan (Tier 3 or higher), or such equivalent document that has been prepared by the local Soil and Water Conservation District, or other qualified conservation professional, in cooperation with the Grantor.
- 4(h). **Crops, Livestock and Livestock Products:** as defined in Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(i). **Farm Labor Housing:** dwellings or structures, together with accessory improvements used to house seasonal and/or full-time employees where such residences are provided by the farm Owner and/or operator, the worker is an essential employee of the farm Owner and/or operator employed in the operation of the farm and the farm worker is not a partner or Owner of the Farm Operation. For instance, a structure used as the primary residence of a farm Owner and/or operator is not "Farm Labor Housing".
- 4(j). **Farm Operation:** as defined in Article 25-AA of the AML, or such successor law as enacted or amended. In the event that this definition or all of Article 25-AA (and all such successor laws) shall be repealed, then the definition existing at the time of repeal shall serve thereafter.
- 4(k). **Footprint Area:** the area of a Structure at the horizontal ground plane measured along the exterior walls of a Structure. In the case of a Structure or Improvement that is not enclosed by walls, the Footprint Area shall be the total area covered by impervious surfaces.
- 4(l). **Forestry Uses:** Gathering, cultivating, maintaining, harvesting or managing forests, woodlands, or tree plantations for timber, firewood or other products or for water quality, wildlife habitat and other conservation purposes. *See Section 14*
- 4(m). **Grantor:** the original Grantor and her heirs, successors and assigns, as future Owners of the Property or a portion thereof.
- 4(n). **Grantee:** the original Grantee and its successors and assigns.
- 4(o). **Height:** the measurement from the natural mean grade (prior to construction or grade alteration) to the top of the Structure or Improvement. Natural mean grade shall be calculated by averaging the natural grade at the highest and lowest points of the building's proposed footprint. In the case of a Structure or Improvement with a roof, the top of the Structure or Improvement, including any decorative

Improvement but exclusive of chimneys, shall be considered the top of the roof line and measured accordingly.

- 4(p). **Impervious Surfaces:** Structures or Improvements that permanently cover soil resources. Impervious Surfaces do not include permeable surfaces such as gravel roads and parking areas; Structures whose principal purpose is to protect soil and water resources, such as manure storage areas; and structures and improvements lacking permanent foundations. As used herein, "permanent foundations" are defined to be any continuous hardened surface (e.g., concrete, asphalt, or other similar stabilizing material) that is attached to, placed on or inserted in the ground and that underlies such building, Structure or Improvement.
- 4(q). **Improvement:** anything, temporary or permanent, that is constructed, installed or placed on, over, under or across the Property (including a Structure as defined herein), including, but not limited to, driveways, farm roads and woods roads, trails, bridges, parking areas, ponds, dams, wells, septic systems, drainage ways, and utility lines.
- 4(r). **Industrial Uses:** Commercial Uses that involve the manufacture, assembly, treatment, processing, or packaging of products. Industrial Uses shall not include Agricultural Uses, Forestry Uses, or Customary Home Occupations as permitted by this Easement.
- 4(s). **Institutional Uses:** uses that provide services and/or accommodations to groups of unrelated individuals on a non-profit or for-profit basis for specific commercial or non-commercial purposes, including but not limited to hospitals, assisted living facilities, nursing homes, prisons, juvenile detention facilities, monasteries, retreat centers, religious worship and educational facilities, schools, universities, research institutes, conference centers, educational facilities, and mental health facilities.
- 4(t). **Membership Club:** a facility catering exclusively to members and their guests, which may be conducted outdoors and/or within permitted Structures for social and recreational purposes.
- 4(u). **Owner:** any individual or entity, including any heir, successor or assign, of any legal or equitable interest in all or any portion of the Property.
- 4(v). **Principal Residence:** the primary or main Residential Dwelling on the Property, typically occupied by the Owner or farm operator and family when such Owner or operator is in residence on the Property.
- 4(w). **Recreational Uses:** personal or commercial activities conducted for the enjoyment of the participants including, but not limited to, hunting, fishing, cross-country skiing, camping, horseback riding and snowmobiling. For the purposes of this definition, Recreational Uses shall not include golf courses and golf driving ranges.

- 4(x). **Renewable Energy Facilities:** Structures or Improvements for the generation of energy from renewable resources, including, but not limited to, wind, solar, hydroelectric, methane, wood, biomass and alcohol. *See Section 10(h).*
- 4(y). **Residential Dwelling:** dwellings or Structures used for residential purposes, together with accessory Improvements, including but not limited to single-family and multi-family dwellings, Accessory Residences, apartments, "in-law" apartments or houses, tenant/guest apartments or houses, and Farm Labor Housing, whether or not the structure(s) are used as the primary residence of a farm Owner and/or operator.
- 4(z). **Rural Enterprises:** Commercial Uses which are clearly incidental, secondary, and subordinate to the Agricultural Use of the Property, and are owned by, and primarily operated by, the Grantor and other residents of the Property, with limited outside employees, including, but not limited to, professional office, home office of salesperson, artist's studio, arts instruction, bed and breakfast, crafts production and sales, computer repair, small engine repair, firewood distribution, and beauty salon.
- 4(aa). **Structure:** any building or object, temporary or permanent, with or without anchors or foundations, constructed, installed or placed on, over, under or across the Property and shall include but is not limited to a Residential Structure, barn, garage, shed, Renewable Energy Facility, porch, deck, recreational court and swimming pool.
- 4(bb). The following "Use Areas" are defined for the Easement and depicted on Exhibit B attached hereto:
- Farmstead Area:** an area that centers on existing farm structures or future planned structures, including Residential Dwellings.
- Resource Protection Area:** an area that contains unique or special natural features including, but not limited to, scenic viewsheds, prime and statewide important farmland soils, streams, wetlands, woodlands/forestlands, habitat and their supporting buffer lands, and steep slopes.
- Farm Area:** the remaining area of the Property. The Farm Area contains those resources most worthy of protection, including but not limited to, prime and statewide important farmland soils, streams and wetlands, woodlands, habitat, scenic views and steep slopes. The protection of these areas is most important in promoting the conservation purposes of this Easement.
- 4(cc). **Viable Agricultural Land:** land highly suitable for a Farm Operation.
5. **Restrictions Applicable to the Property.** By this Conservation Easement, the Grantor agrees to restrictions that apply to the Property as set forth in this Easement. The Grantor

may take certain actions relating to the Property as permitted by this Easement, and may take certain actions only after giving the Grantee prior notice and/or obtaining the Grantee's prior consent, as set forth herein. No Structures or Improvements shall be built, expanded or replaced anywhere on the Property except in compliance with this Easement. All Structures and Improvements allowed by this Conservation Easement may be expanded or replaced consistent with the restrictions set forth in this Conservation Easement and may be reconstructed if damaged, razed or destroyed. If the Grantor removes or razes any Structure or Improvement, and does not build a new Structure or Improvement in the same location, the Grantor shall restore the site to a relatively natural condition with suitable landscaping and re-vegetation and grading that matches the natural contours of the land, unless the Grantee otherwise consents.

6. **Use of Property.** Except as provided specifically herein, the Property shall be used solely for residential, Agricultural, Recreational, and Forestry Uses. Commercial Uses of the Property shall be limited to commercial Agricultural Uses, commercial Forestry Uses, and Rural Enterprises that are consistent with the purposes of this Conservation Easement. No Industrial Use of the Property is permitted and no Institutional Use of the Property is permitted, except with the prior consent of the Grantee.

7. **Reserved Rights Retained by Grantor.**

Grantor reserves all customary rights and privileges of ownership, subject to the terms of this Conservation Easement, including the right of exclusive use, possession and enjoyment of the Property, the rights to sell, lease, mortgage, and devise the Property. In addition, Grantor reserves other rights compatible with the Purpose set forth in Section 2 ("Purpose") that are not specifically prohibited or limited by this Easement and which do not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control and occurring without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

- 7(a). **Right to Use Property for Agricultural Uses.**

Grantor has the right to engage in Agricultural Use of the Property and to use the Property as a Farm Operation provided that any processing, marketing or retailing of any Crops, Livestock and Livestock Products and that any similar activities involving any processed product associated with crops or livestock are not permitted on the Farm Area. As used in this Section 7(a), "processing" shall not include activities involving non-industrial processes such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. Said farming practices shall be carried out consistent with the

Conservation Plan and in accordance with sound agricultural practices, which are practices necessary for on-farm production, preparation and marketing of agricultural commodities, provided such practices are legal, necessary, do not cause bodily harm or property damage off the farm, and achieve the intended results in a reasonable and supportable way. Storage of petroleum products and chemicals and unused machinery kept for replacement parts, shall be permitted, only if it is integral to the Farm Operation.

7(b). Right to Use Property for Rural Enterprises.

Grantor has the right to operate lawful Rural Enterprises, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, such Rural Enterprises must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

7(c). Right to Use Property for Recreational Uses.

Grantor retains the right to use the Property for Recreational Uses, subject to the limitations set forth in this Easement, including Section 10 ("Construction of Buildings and Other Improvements"). In all cases, Recreational Uses must be compatible with the Purpose of this Easement and subordinate to the Agricultural Use of the Property.

8. Conservation Plan.

Grantor and Grantee recognize that changes in economic and environmental conditions, in agricultural technologies, in accepted farm management practices and in the Farm Operations of Grantor may result in changes in the Agricultural Uses of the Property. It is the intention of this Easement to maintain Grantor's discretion to employ its choices of farm uses and management practices so long as those uses and practices are conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with a Conservation Plan prepared by a qualified conservation professional or by the local Soil and Water Conservation District in cooperation with the Grantor. Further, all farm uses and farming practices identified in the Conservation Plan shall be consistent with the Purpose of this Easement and shall be only those not specifically prohibited by this Easement. The Conservation Plan shall identify and address potential adverse environmental impacts of agricultural activities, and measures to enhance the agricultural productivity and economic viability of the Property. The Conservation Plan shall be updated periodically and whenever the Farm Operation changes substantially. Upon request, Grantor shall provide a copy of the most current Conservation Plan to Grantee.

9. Access.

Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Property or any portion thereof where no such right of the public existed immediately prior to the execution of this Easement.

10. Construction of Buildings and Other Improvements.

The Property consists of three (3) Use Areas as further described in the Baseline

Documentation Report (referenced in Section 22 herein) and identified on the Easement Map attached hereto as Exhibit B: 1) the Farmstead Area; and 2) the Farm Area and 3) the Resource Protection Area. Grantor may undertake construction, erection, installation, removal or placement of buildings, Structures, or other Improvement to the Property within the Farmstead Area and other Use Areas only as provided elsewhere in this Easement and as set forth below.

10(a). Impervious Surfaces.

It is the intention of this Easement to limit the extent of construction or placement of Impervious Surfaces on the Property. Subject to the limitations set forth below, Impervious Surfaces may be constructed or placed on a maximum of five percent (5%) of the Farm Area and without limitation within the Farmstead Area. Impervious Surfaces are prohibited in any Resource Protection Area.

10(b). Fences.

Customary fences such as wire, board, or post and rail, and other fencing may be erected, repaired and replaced anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, safety and general management and to prevent trespassing on the Property. Fencing unrelated to Agricultural Use of the Property may not impair the views of the Property from public roadways. Additional types of fencing shall require permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee").

10(c). Agricultural Structures and Improvements.

Agricultural Structures and Improvements may be placed or constructed on the Property in accordance with the provisions of this Section 10(c) and may be repaired, removed, enlarged and replaced at their respective locations, subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Area: Without permission of Grantee, agricultural Structures and Improvements, including accessory roads and parking areas, are permitted within the Farmstead Area.

Resource Protection Area: With permission of Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), Grantor may place or construct Agricultural Structures and Improvements that do not exceed a Footprint Area of 600 square feet, a Height of 15 feet, and an aggregate of 2,400 square feet in Footprint Area within a Resource Protection Area. Such Agricultural Structures shall be located only in areas that were not wooded at the time this Easement was granted, as shown on Exhibit B attached hereto and the Baseline Documentation Report (See Section 22). Such Agricultural Structure or Improvement shall not contain Impervious Surfaces and shall not detract from the primary and secondary purposes of this Conservation Easement. Permitted Structures and Improvements may include run-in sheds, hoop houses and animal service Structures and Improvements such as watering stations. No Residential Dwellings are permitted within the Resource Protection Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may place or construct Agricultural Structures and Improvements on up to two percent (2%) of the Farm Area without permission of Grantee. However, no land, building, Structure or Improvements on the Farm Area shall be used for the processing, marketing or retailing of any Crops, Livestock and Livestock Products and no other similar activities involving processing crops or livestock shall be permitted on the Farm Area. As used in this Section 10(c), "processing" shall not include non-industrial activities with minimal impact, such as (i) boiling maple sap or (ii) grinding and mixing of any materials that result in feed for the livestock kept on the Property or on other properties owned or operated by the Grantor, provided that any such "processing" shall be conducted on a de minimis portion of the Farm Area. With permission of Grantee, subject to review and a determination that Structures and Improvements cannot reasonably be placed within the Farmstead Area, Grantor may place or construct Agricultural Structures and Improvements related to the Farm Operation that would cover up to an additional three percent (3%) of the Farm Area with Impervious Surfaces. In the construction or placement of any Impervious Surfaces within the Farm Area, the Grantor shall use all practical means to minimize the extent of coverage and any impacts to prime soils and soils of statewide importance.

10(d). Residential Dwellings.

Residential Dwellings may be placed or constructed on the Property in accordance with the provisions of this Section 10(d). Each such Residential Dwelling may be repaired, removed, enlarged and replaced at its respective location.

Farmstead Area: Without permission of Grantee, Residential Dwellings, together with Accessory Structures and Improvements, are permitted within the Farmstead Area, subject to any applicable local, state or federal laws and regulations, as follows:

Principal Residence. No more than one (1) single family Principal Residence shall be permitted on the Property. As of the date of this Easement one (1) such Principal Residence exists on the Property with an approximate Footprint Area of 3,000 square feet. No additional Principal Residence may be constructed unless the existing Principal Residence is removed or converted to another permitted use under this easement. No new, existing or replacement Principal Residence shall be built or expanded with a Footprint Area greater than 4,000 square feet.

Accessory Residence. No more than two (2) detached Accessory Residences shall be permitted on the Property. As of the date of this Easement, one (1) such Accessory Residence exists on the Property with an approximate Footprint Area of 1,200 square feet. One (1) additional Accessory Residence may be built, and at no time shall there be more than two (2) Accessory Residences on the Property. No new, existing or replacement detached Accessory Residence shall exceed a Footprint Area of 3,000 square feet. No Accessory Residence may be sold separately from the Principal Residence.

Accessory Apartments. Accessory Apartments may be located within any permitted Structure, and if located within a Residential Dwelling the combined Footprint Area of the Accessory Apartment and Residential Dwelling shall not exceed the limits in Section 10. As of the date of this Easement, one (1) such Accessory Apartment exists on the Property above a detached garage. No Accessory Apartment may be sold separately from the Principal Residence.

Farm Labor Housing. Farm Labor Housing as defined in Section 4, is permitted as detached Residential Dwellings and Accessory Apartments, subject to limitations as described in this Section 10(d) hereof. As of the date of this Easement, no such Farm Labor Housing exists on the Property. No Farm Labor Housing unit may be sold separately from the Principal Residence.

Resource Protection Area: No Residential Dwelling, including Farm Labor Housing, is permitted within the Resource Protection Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), and with permission of Grantee pursuant to Section 18, ("Permission of and Notice to Grantee"). Grantor may place or construct Residential Dwellings to be used exclusively for Farm Labor Housing on up to one-quarter of one percent (0.25%) of the Farm Area, if proven to Grantee's satisfaction that such housing is necessary to conduct Farm Operations. Such Farm Labor Housing may be placed on footings or slabs but not on excavated foundations. No new, existing or replacement detached Farm Labor Housing shall be built or expanded to exceed a Footprint Area of 2,500 square feet. The land on which these Residential Dwellings, Structures and Improvements stands shall not be subdivided, except as permitted in Section 13 ("Subdivision"). Residential Dwellings shall be consistent with the Purpose of this Easement and shall not interfere with the Agricultural Uses of the Property.

10(e). Rural Enterprises.

Rural Enterprises may only be conducted within the Farmstead Area. Such uses and any Structures or Improvements, necessary for their conduct shall be consistent with the Purpose of this Easement and subordinate to the Agricultural Use of the Property. Rural Enterprises shall not market non-agricultural petroleum or chemical products or involve the handling of hazardous substances (such as a junk yard or gas station), unless such activities are an integral part of the Farm Operation. The land on which these Structures and Improvements stands shall not be subdivided, except as permitted in Section 13 ("Subdivision").

10(f). Structures and Improvements associated with Recreational Uses.

Structures and Improvements associated with Recreational Uses are permitted on the Property in accordance with the provisions of this Section 10(f), and subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), so long as such Structures and Improvements are consistent with the Purpose

of this Easement and are subordinate to the Agricultural Use of the Property. No Structures or Improvements associated with Recreational Uses shall impair the Agricultural Use of the Farm Area. Structures and Improvements may be repaired, removed, enlarged and replaced subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces").

Farmstead Area: Without permission of Grantee, Structures and Improvements associated with Recreational Uses are permitted within the Farmstead Area.

Resource Protection Area: Permission of Grantee is required prior to the construction or placement of any structure associated with recreational uses or activities within the Resource Protection Area. Such Structures shall not exceed a Footprint Area of 200 square feet each and an aggregate of one thousand (1,000) square feet in Footprint Area.

Farm Area: Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), with permission of Grantee pursuant to Section 18("Permission of and Notice to Grantee"), Grantor may enlarge existing or construct or place new permanent Structures and Improvements associated with Recreational Uses in the Farm Area up to an aggregate of one thousand (1,000) square feet in Footprint Area. All Structures and Improvements associated with Recreational Uses shall be located in a manner that minimizes the impact to prime soils or soils of statewide importance.

10(g). Utility Services and Septic Systems.

Wires, lines, pipes, cables, tanks, or other facilities providing electrical, gas, water, sewer, sanitary sewer, septic, communications, or other like services to or from the improvements permitted in this Easement may be installed, maintained, repaired, removed, relocated and replaced for such purposes. All such services and systems shall be consistent with the Purpose of this Easement, subordinate to the Agricultural Use of the Property and located in a manner that minimizes the impact to prime soils or soils of statewide importance and to any Resource Protection Area. Any such services and systems proposed to be located within the Resource Protection Area shall require permission of the Grantee pursuant to Section 18, which permission shall be granted only if Grantor demonstrates that said improvements cannot reasonably be installed within the Farmstead Area or Farm Area.

10(h). Renewable Energy Facilities.

With permission from the Grantee pursuant to Section 18("Permission of and Notice to Grantee"), Renewable Energy Facilities for non-Commercial Use principally on the Property, may be built in the Farmstead Area. Such Structures shall also be permitted in the Farm Area, but only if the activity is limited and localized in impact affecting no more than two percent (2%) of the Farm Area at one time. Renewable Energy Facilities shall be prohibited in the Resource Protection Area. Such facilities shall be subordinate to the Agricultural and Residential Dwelling Uses of the Property. Grantee's approval shall be granted only if Grantor demonstrates that such

Improvements: (i) cannot reasonably be located within a Farmstead Area or are better suited to location in the Farm Area (for example, if such area offers a more efficient location for solar panels); (ii) avoid locating on soils of prime or statewide importance and will not fragment viable agricultural lands; and (iii) do not fragment viable agricultural lands; and (iv) are consistent with the Purpose of this Conservation Easement. Grantor and its assigns, agents, and lessees shall comply with any applicable New York State Agriculture and Markets guidelines regarding agricultural impact avoidance, mitigation and remediation. Grantor shall provide to Grantee the design, location, size, Height and output of any such facilities and such Structures shall conform with federal, state and local laws. Excess energy generated beyond what is required for use on the Property, may be sold to an electrical supplier in compliance with federal, state and local laws.

11. Maintenance and Improvement of Water Sources.

Grantor may use, maintain, establish, construct, and improve water sources, water courses and water bodies within the Property for the uses permitted by this Easement. Grantor may alter the natural flow of water over the Property in order to improve drainage of agricultural soils, reduce soil erosion and/or flooding, provide irrigation for the Property or improve the agricultural or forest management potential of the Property, provided such alteration is consistent with the Conservation Plan is in accordance with sound agricultural practices (as described in Section 7(a)), is consistent with the Purposes of this Easement, and is carried out in accordance with applicable local, state and federal laws and regulations. No change to any existing ponds, streams or wetlands, and no construction or alteration of any Structure or Improvement (including septic disposal systems) for non-Agricultural Uses shall be permitted within 100 feet of any existing pond, stream, or wetland, except with permission of the Grantee pursuant to Section 18("Permission of and Notice to Grantee").

12. Water Rights.

Grantor may use any appurtenant water rights necessary to maintain the agricultural productivity of the Property in accordance with applicable local, state and federal laws and regulations, subject to any pre-existing spring water rights held by other property owners. Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from the Property itself.

13. Subdivision and Merger.

There shall be no subdivision or conveyance of the Property into parcels of separate ownership. The Property is currently comprised of three (3) tax map parcels owned by Grantor, which shall remain in single ownership. Lot line adjustments which do not create additional building lots may be permitted with the prior consent of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"), and provided that the portion of the Property being conveyed will be used for Agricultural Uses and will not to create an additional building lot. For all lot line adjustments the deed(s) of conveyance of any such parcels shall contain a metes and bounds description of the parcel(s) prepared by a licensed professional land surveyor at Grantor's sole cost, which description shall be provided to the Grantee prior to the conveyance of the parcel(s). Any such portion to be conveyed shall remain subject to the terms of this Conservation Easement. No such lot line adjustment shall

affect the use of the Property permitted by this Conservation Easement or the calculation of the number, square footage or character of Structures permitted by this Conservation Easement. Land that has been restricted by this Conservation Easement shall not be included in the calculation of the lot size or density of any other parcel if such calculation would increase the permissible lot yield or density of such parcel. Property dividing lines shall be located to avoid fragmentation of prime and important agricultural soils, unless the Grantee otherwise provides permission pursuant to Section 18 ("Permission of and Notice to Grantee"). No lands abutting the Property shall be merged with it if such merger would either impair the right of the Grantor to convey the Property as a parcel separate from the abutting lands or impair the Grantee's ability to exercise its Right of First Refusal pursuant to Section 47 herein.

14. Clearing of Trees and Vegetation.

All clearing of trees and vegetation shall be conducted in conformity with sound land and forest management practices to minimize erosion and adverse impacts on natural resources and there shall be no removal, destruction or cutting of mature live trees on the Property with a trunk diameter at breast height of eight inches or more, except as follows:

14(a) Permitted Removal of Trees. Trees may be removed which endanger public safety, are diseased, damaged or fallen, need to be cleared to ensure the health of other trees, or in connection with the construction of permitted Structures and Improvements subject to the restrictions set forth in this Section 14. New clearings in connection with the construction of permitted Structures or other Improvements shall not exceed three acres in the aggregate for the Property. Clearing of trees in the Farm Area in connection with the construction of permitted Structures and Improvements shall require permission of the Grantee pursuant to Section 18 ("Permission of Grantee").

14(b) Clearing with Prior Consent. New open spaces for agriculture within the Farmstead Area or Farm Area may be created with permission of the Grantee pursuant to Section 18 ("Permission of Grantee").

14(c) Forestry. Forestry Uses may be conducted if in conformity with accepted silvicultural practices and sound land and forest management practices to minimize erosion and adverse effects on natural resources with the permission of the Grantee pursuant to Section 18 ("Permission of and Notice to Grantee"). Forestry Uses conducted primarily for the harvesting and sale of forest products) shall be conducted in accordance with a forest management plan approved by the Grantee. Such management plan shall conform to: (1) accepted New York State Department of Environmental Conservation sustainable forestry guidelines; (2) any applicable guidelines of the Natural Resource Conservation Service of the United States Department of Agriculture (or successor governmental departments or agencies), and (if applicable); (3) logging guidelines set forth in Section 480-a of the New York State Real Property Tax Law (or other applicable state forestry tax programs). If a property is enrolled in the NYS section 480-a program, Grantee shall only require notice to ensure consistency with the Purposes of the Easement, pursuant to Section 18 ("Permission of and Notice to Grantee") of this Easement, along with a copy of the plan required by New York State in connection with the Section 480-a program. No Forestry Uses are permitted within the Resource Protection Area.

15. Mining, Transmission Lines, Pipelines and Landfills.

There shall be no surface or subsurface mining or quarrying on the Property. However, in compliance with Section 170(h)(5) of the Internal Revenue Code and Section 1.170A-14(g)(4) of the Treasury Regulations, as amended, the Grantor may utilize sand and gravel located on the Property solely for use on the Property, provided that the use has limited, localized impact on the Property and provided that the use is not destructive of the Purpose of the Easement pursuant to Section 2 herein. No telecommunications towers or associated antennas may be placed on the Property except with the permission of the Grantee pursuant to Section 18(a). There shall be no placement of high-voltage transmission lines, pipelines, landfills or other land uses detrimental to the scenic character or ecosystems of the Property. The preceding sentence shall not prevent the installation and maintenance of local utility distribution lines which provide service to the Structures and Improvements allowed by this Easement.

16. Road Construction.

Subject to the Impervious Surface coverage limitations set forth in Section 10(a) ("Impervious Surfaces"), Grantor may construct, maintain and repair roads for residential driveways, barnyards, farm markets or other Improvements necessary to provide access to, and parking for, permitted buildings or Improvements, or to conduct other activities permitted by this Easement. Roads constructed in the Farm Area shall be located in a manner that minimizes impacts to prime soils and soils of statewide importance.

17. Dumping and Trash.

The dumping, land filling, burial, application, injection, or accumulation of any kind of garbage, trash or debris on the Property is prohibited, other than agricultural waste or biodegradable material described in this paragraph. Without permission of Grantee, Grantor may (i) store, compost, apply or inject agricultural waste or biodegradable material; (ii) store old farm equipment to be used for parts; (iii) temporarily store trash or household waste in receptacles for periodic off-site disposal and (iv) compost or re-use biodegradable materials generated off the Property for use on the Property or commercial use or sale. All such activities shall be conducted in accordance with sound agricultural practices (as described in Section 7(a)) and in a manner consistent with the Conservation Plan and all applicable local, state or federal laws and regulations. Notwithstanding the foregoing, the storage and treatment of sewage associated with buildings permitted on the Property is permitted by this Easement.

18. Permission of and Notice to Grantee.

The prior written permission of and/or notice to the Grantee is required for certain actions specifically set forth in this Easement. To request the written permission of the Grantee and/or to provide notice, the Grantor shall submit plans and/or a description of her proposal in accordance with Section 36 ("Notices"). Such submission shall contain sufficient information to enable the Grantee to make an informed determination as to whether the proposal is permitted by and consistent with the purposes and restrictions of this Easement. The Grantor shall reimburse the Grantee for reasonable costs incurred in connection with review of any proposals for which Grantee's permission is required. The Grantee may, in its

sole and absolute discretion, waive review of and consent to any Structure, Improvement or alteration, which it deems to have no impact or only an insubstantial impact on the Purpose and provisions of this Easement.

18(a). Standards and Timetable for the Grantee's Permission.

Where the Grantee's written consent is required, the Grantee shall grant or withhold its consent in writing within 35 days of receipt of the Grantor's request for consent accompanied by plans and other materials the Grantee deems sufficient for its review. The Grantee may withhold consent only upon a reasonable determination by the Grantee that the Grantor's proposal would be inconsistent with the purposes or specific provisions of this Easement. The Grantee may grant its consent subject to reasonable conditions which must be satisfied. If the Grantee fails to act within 35 days of receipt of plans and materials it deems sufficient for its review, consent shall be deemed granted unless the Grantor consents to a longer period of time for review and discussion with the Grantee. The actual clearing of land and the completed Structure, Improvement or alteration shall conform in all material respects to the proposal that receives the consent of the Grantee.

18(b). Standards and Timetable for the Giving Notice to Grantee.

Where prior notice is required, the Grantor shall give the Grantee at least 35 days' prior written notice before commencement of site preparation, construction, expansion, excavation, replacement, relocation or removal of any Structure, Improvement or any significant landscape alteration. Prior to any activity described herein, the Grantor shall submit sufficient information to enable the Grantee to make an informed determination as to whether such Structures or Improvements are permitted by and consistent with the purposes and restrictions of this Conservation Easement. Such information may include, but is not limited to, survey information, site plans, and/or physically marking the boundaries of the proposed Structure or Improvement. If Grantee does not object in writing by giving notice to Grantor within 35 days, Grantor may proceed without further action by Grantee.

19. Ongoing Responsibilities of Grantor and Grantee.

Other than as specified in this Easement, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any obligations of Grantor as Owner of the Property, including, but not limited to, the following:

19(a). Taxes.

Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property.

19(b). Upkeep and Maintenance.

Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent required by law and this Easement. Grantee shall have no obligation for the upkeep or maintenance of the Property.

19(c). Liability and Indemnification.

Grantee has no affirmative obligations whatsoever, express or implied, relating to the use, maintenance, management or operation of the Property. Grantee's exercise of, or

failure to exercise, any right conferred by this Conservation Easement shall not be deemed to be management or control of the activities on the Property. Grantee shall not be responsible for injury, damage, or death to persons or property or other harm in connection with Grantee's administration and/or enforcement of this Conservation Easement or otherwise with respect to the condition of the Property, provided that the foregoing shall not absolve Grantee of any liability it might otherwise have, independently of this Conservation Easement, for wrongfully and directly, without the participation or consent of the Owner, causing any dangerous condition to arise on the Property. Except in the last described instance, Grantor agrees to indemnify and hold Grantee harmless from any and all costs, claims or liability, including but not limited to reasonable attorney's fees arising from any personal injury, accidents, negligence or damage related to the Property, or any claims thereof, unless due to the negligence of Grantee or its agents, in which case liability shall be apportioned accordingly. Grantor further agrees to indemnify and hold harmless from and against any and all claims, costs, expenses, fines, penalties, assessments, citations, personal injury or death, and the like arising from or out of the existence (actual or alleged) of any and all environmentally hazardous or toxic substances or materials whatsoever on or under the Property. Grantee shall have no liability to Grantor or any other Owner for Grantee's acts, taken in good faith in connection with the administration of this Conservation Easement.

Grantor shall indemnify and hold harmless Dutchess County and the Department of Agriculture and Markets, their employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and for other liabilities (whether legal or equitable in nature, including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Dutchess County and the Department of Agriculture and Markets may be subject or incur relating to the Protected Property, which may arise from, but are not limited to, Grantor's ownership of the Property, Grantor's negligent acts or omissions, Grantor's breach of any representation, warranty, covenant, agreements contained in this Conservation Easement, or Grantor's violations of any Federal, State, or local laws, including all Environmental Laws, unless due to the negligence of Dutchess County and the Department of Agriculture and Markets or their agents, in which case liability shall be apportioned accordingly. Dutchess County and the Department of Agriculture and Markets shall have no liability to Grantor or any other Owner for Dutchess County or the Department of Agriculture and Markets' acts, taken in good faith in connection with the exercise of their rights under this Conservation Easement.

20. State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Terms and Selected Implementation of Provisions.

Consistent with the policy of this state as contained in Section 4 of Article 14 of the New York State Constitution and as (i) articulated in Section 300 of Article 25-AA of the AML, and (ii) demonstrated by the New York State share of the consideration paid for this Easement as authorized by Section 325 of Article 25-AAA of the AML, the New York State Department of Agriculture and Markets shall perpetually retain the right to intervene on any

of the matters listed below provided any such intervention or mediation shall also be specifically limited as set forth below:

- (i.) advise the Grantor and Grantee of the State's interpretation of the following specific terms and definitions contained in and as used throughout this Easement
 - a. Agricultural Use,
 - b. Conservation Plan,
 - c. Crops, Livestock and Livestock Products,
 - d. Farm Labor Housing,
 - e. Farm Operation,
 - f. sound agricultural practices (as described in Section 7(a)), and
 - g. Viable Agricultural Land;
- (ii.) advise the Grantor and Grantee of the State's interpretation of the Purposes of this Easement; and
- (iii.) advise the Grantor and Grantee of the State's interpretation of the Grantee's proposed or demonstrated administration of the provisions of this Easement that the Department would deem as unreasonably restrictive on the Farm Operation on this Property so as to be in contravention of the purposes of Article 25-AA of the AML.

Any such intervention by the Department shall be offered and intended to serve as non-binding advice to the Grantor and Grantee in an effort to avoid potential violations of this Easement that would have arisen from either party's misinterpretation of any specific item noted above.

Furthermore, if a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purposes of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties and the New York State Department of Agriculture and Markets for mediation. Within ten (10) days of such request, Grantor and Grantee shall schedule a meeting with the New York State Department of Agriculture and Markets, which will recommend potential resolutions of the dispute.

Notwithstanding anything in Section 3 ("Implementation"), nothing in this clause shall preempt or prohibit the Grantor or the Grantee from requesting mediation pursuant to Section 26 ("Dispute Resolution") or to otherwise diminish Grantee's rights under Section 24 ("Enforcement").

21. Extinguishment of Development Rights.

Except as otherwise reserved to the Grantor in this Easement, all non-agricultural development rights appurtenant to the Property are hereby released, terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, or used for the purpose of calculating permissible lot yield of the Property or any other property.

22. Baseline Documentation.

By its execution of this Easement, Grantee acknowledges that the present uses of, and related Structures and Improvements on the Property are permitted by this Easement. In order to evidence the present condition of the Property so as to facilitate future monitoring and enforcement of this Easement, a Baseline Documentation Report (the "Report"), including relevant maps and photographs, describing such condition at the date hereof, has been prepared and subscribed by both parties, and a copy thereof has been delivered to Grantor and a copy will be kept on file with Grantee. The Report may be used by Grantee to establish that a change in the use or character of the Property has occurred, but its existence shall not preclude the use by Grantee of other evidence to establish the condition of the Property as of the date of this Easement.

23. Right of Inspection.

Grantee shall have the right to enter upon the Property with forty-eight (48) hours advance notice to Grantor for the purpose of inspecting for compliance with the terms of this Easement. Such inspection shall be conducted between the hours of 9 a.m. and 7 p.m. on a weekday that is not a legal holiday recognized by the State of New York or at a date and time that is mutually agreeable to the Grantee and Grantor. In the instance of a violation or suspected violation of the terms of this Easement which has caused or threatens to cause irreparable harm to any of the agricultural or other resources this Easement is designed to protect, no such advance notice is required. Representatives of the New York State Department of Agriculture and Markets and the County, pursuant to Section 25 below, shall have the same right of inspection.

24. Enforcement.

If Grantee determines that a violation of this Easement has occurred, Grantee shall so notify Grantor, giving Grantor thirty (30) days to cure the violation. Notwithstanding the foregoing, where Grantee in Grantee's sole discretion determines that an ongoing or threatened violation could irreversibly diminish or impair the Purpose of this Easement, Grantee may bring an action to enjoin the violation.

Grantee shall also be entitled to seek the following remedies in the event of a violation: 1) money damages, including damages for the loss of the resources protected under the Purpose of this Easement; and 2) restoration of the Property to its condition existing prior to such violation.

Said remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. In any case where a court finds that a violation has occurred, Grantor shall reimburse Grantee for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this Easement relieves Grantor of any obligation with respect to the Property or restriction on the use of the Property imposed by law, and nothing in this Easement shall require Grantor to take any action to restore the condition of the Property from damage or change that could not be reasonably anticipated by Grantor or that is beyond Grantor's reasonable control

and occurring without Grantor's fault or negligence, including but not limited to natural disasters such as earthquakes, hurricanes or floods or to political or social upheavals such as wars or riots.

25. Third Party Enforcement Rights.

The County of Dutchess (the "County"), a New York municipal corporation having an office and a mailing address at 22 Market Street, Poughkeepsie, New York, 12601, and its successor agency shall have the right to enforce a material violation of this Easement subject to the following provisions.

25(a). Prior to commencing an enforcement action, the County must first notify Grantee and Grantor, give Grantee thirty (30) days to take appropriate action, including commencing an enforcement action, and give Grantor thirty (30) days from the receipt of such notice to cure the violation.

25(b). If the County determines that Grantor is diligently proceeding to cure the violation or, if not, that Grantee is taking appropriate action and/or diligently prosecuting an enforcement action in good faith, it shall not have a right to take legal action for the same violation of this Easement unless pursuant to a written request by Grantee.

25(c). In any case, where a court finds that a violation has occurred, Grantor shall reimburse the County for all its expenses incurred in stopping and correcting the violation, including, but not limited to, reasonable attorneys' fees. In any case where a court finds no violation has occurred, each party shall bear its own costs.

Nothing in this clause shall diminish the Grantee's rights under Section 24 ("Enforcement") or this Section 25 ("Third Party Enforcement Rights").

26. Dispute Resolution.

If a dispute arises between the Grantor and the Grantee concerning the consistency of any proposed use or activity with the Purpose of this Easement or any of the specific provisions contained herein, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either party may request a meeting between the parties or refer the dispute to mediation by written request. Within twenty (20) days of such request, Grantee shall schedule a meeting or the parties shall select a single trained and impartial mediator knowledgeable about production agriculture to recommend potential resolutions of the dispute. The actual total cost of the mediator and any reimbursable expenses of the mediator shall be divided equally between the Grantor and Grantee. For all other associated expenses (such as legal fees and witness costs), each party shall pay its own costs.

As an alternative to the mediation described above or as an initial step prior to initiating the mediation described above, either party may request mediation pursuant to Section 20 ("State as Intervenor and Mediator Regarding Interpretation of Selected Definitions and Implementation of Provisions"). However, any mediation conducted under Section 20 shall not preempt or prohibit the mediation allowed under this Section 26. Furthermore, nothing in this clause shall diminish Grantee's rights under Section 24 ("Enforcement").

28(c). Allocation of Permitted Structures. In any deed of conveyance of a portion of the Property, the Grantor thereof shall, if appropriate, allocate to the portion being conveyed the right to build a specified square footage of Structures or Improvements whose total number or square footage is limited by this Easement. If such deed fails to so allocate, then no right to build shall be allocated to the portion conveyed. In no event shall there be allocated to the portion being conveyed a greater number or square footage of Structures or Improvements than that allowed on the portion of the Property owned by such Grantor immediately prior to such conveyance. Any such conveyance of any portion in the Property shall, if applicable, also include a provision allocating permitted Structures and Footprint Area in the deed of conveyance. Such provision shall be approved by the Grantee pursuant to Section 18("Permission of and Notice to Grantee"-a).

28(d). Transfer Fee. At such time as all or any portion of the title to the Property is conveyed and before title is passed, the buyer shall be required to pay a transfer fee to the Grantee in an amount as shall be determined from time to time by the Grantee's Board of Directors but which shall not exceed an amount equal to one hundred dollars (\$100.00) increased (to allow for inflation) at a compound rate of 3% per annum for the years elapsed since the date of this Easement. This fee is required in recognition of the Grantee's continuing obligation to monitor and enforce this Easement, to devote staff time to updating Grantee's records and monitoring program, to introduce new Owners to the purposes and provisions of this Easement, and to perform other Grantee responsibilities required under the Easement in connection with a transfer of ownership. The purpose of this fee is to benefit the community, the Property and the Owners of the Property by ensuring continuity in the administration of this Easement. The Grantor agrees to incorporate this transfer fee requirement in the terms of any agreement of sale for any portion of the Property and to familiarize the buyer with such terms prior to the sale.

28(e). Conservation Easement Binding on Future Owners and Others. The provisions of this Easement shall run with the land and shall be binding on each Owner and any party entitled to possession or use of the Property while such party is entitled to possession or use thereof. This paragraph shall not impose personal liability on any beneficial Owner except to the extent such beneficial Owner has personal liability with respect to the Property under the instrument creating such equity interest and under applicable law.

28(f). Discharge of Owner Upon Transfer. In the event any Owner transfers fee Ownership of all or any portion of the Property, such Owner shall be discharged from all obligations and liabilities under this Easement with respect to such portion transferred, except for acts or omissions which occurred during such Owner's period of ownership.

29. Amendment of Easement.

This Easement may be amended only with the written consent of Grantee and the then current Owner of the Property and with the approval of the New York State Department of Agriculture and Markets. Any such amendment shall be consistent with and have a neutral or positive effect on the Purpose of this Easement and shall comply with the ECL and any regulations

promulgated thereunder. Such amendment shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the AML or such successor law as enacted or amended. Any such amendment to this Easement shall be duly recorded.

30. Extinguishment of Easement.

At the mutual request of Grantor, Grantee, and the New York State Department of Agriculture and Markets, a court with jurisdiction may, if it determines that conditions surrounding the Property have changed so much that it becomes impossible to fulfill the Purpose of this Easement described in Section 2 ("Purpose"), extinguish or modify this Easement in accordance with applicable law. The mere cessation of farming on the Property shall not be construed to be grounds for extinguishment of this Easement.

Notwithstanding the foregoing, if condemnation by exercise of the power of eminent domain makes it impossible to continue use of all or such portion of the Property for the Purposes of this Easement as described in Section 2 ("Purpose") herein, the restrictions may be extinguished as to any such portion so condemned by judicial proceeding. Upon any subsequent sale, exchange or involuntary conversion (pursuant to this Section) by the Grantor, Grantee shall be entitled to a portion of the proceeds from any subsequent sale or other disposition of the Property, or title insurance proceeds, in accordance with Section 31 ("Proceeds") herein.

In the event that Grantor retains the Property subsequent to any such extinguishment or partial extinguishment, Grantee shall be entitled to receive from Grantor an amount equal to the fair market value of the Property or a portion of the Property as to which the extinguishment applies times the percentage determined under Section 31.

31. Proceeds.

The grant of this Easement gives rise to a property right, immediately vested in Grantee, which property right has a monetary value in the event of an extinguishment or partial extinguishment or proceeds from a sale or other disposition of the Property as contemplated in Section 30 ("Extinguishment of Easement"). That monetary value is determined as follows: multiply (a) times (b), where –

(a) = the Grantee's Proportionate Share, and

(b) = the value of that portion of the Property no longer encumbered by this Easement as the result of the extinguishment.

Grantee's Proportionate Share shall be determined by dividing the value of this Easement, calculated as of the date hereof, by the unencumbered value of the Property, also calculated as of the date hereof. For this Easement, the Grantee's Proportionate Share is fifty-six percent (56%), and shall remain constant, subject only to reasonable adjustment to the extent permissible under Section 170(h) of the Code for any Improvements which may hereafter be made on the Property).

With regard to the portion of such Proportionate Share equal to that paid using State grant funds, Grantee agrees to use such portion in a manner consistent with the Purpose of this Easement. Prior to such re-use, Grantee must provide written notification to the New York State

Department of Agriculture and Markets and to the Dutchess County Agricultural and Farmland Protection Board. Grantee shall be entitled to 76.4% of the Proportionate Share referenced above, and acknowledges the contributions and corresponding Proportionate Shares of the County and Scenic Hudson as described below.

Because the County contributed 11.8% of the funds toward the purchase price of this Easement, it shall be entitled to 11.8% of the Proportionate Share referenced above. The County hereby acknowledges this entitlement by signing the attached Acknowledgment. The County also acknowledges that Grantee's share (which is based upon the State's contribution toward the purchase price of acquiring this Easement) is 76.4% of the Proportionate Share referenced above, and Scenic Hudson's share (which is based upon the Scenic Hudson's contribution toward the purchase price of acquiring this Easement as described below) is 11.8% of the Proportionate Share referenced above.

The Scenic Hudson Land Trust, Inc. ("Scenic Hudson"), a New York not-for-profit corporation with a business address of One Civic Center Plaza, Suite 200, Poughkeepsie, New York, 12601 has contributed 11.8% of the funds toward the purchase price for this Easement. Therefore, Scenic Hudson shall be entitled to 11.8% of the Proportionate Share referenced above. Scenic Hudson acknowledges this entitlement by signing the attached Acknowledgment. Scenic Hudson hereby acknowledges that Grantee's share (which is based upon the State's contribution toward the purchase price of acquiring this Easement) is 76.4% of the Proportionate Share referenced above, and the County's share (which is based upon the County's contribution toward the purchase price of acquiring this Easement) is 11.8% of the Proportionate Share referenced above.

32. Interpretation.

This Easement shall be interpreted under the laws of the State of New York, or federal law, as appropriate. This Easement shall be liberally construed to effect the Purpose of this Easement. If any provision in this Easement is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

If a dispute arises between the Grantor and the Grantee concerning the interpretation of any clause of this Easement such that there is a conflict between the clauses required by the New York State Department of Agriculture and Markets ("Department"), listed in the attached Appendix A, and the remaining clauses of the Easement, an interpretation consistent with the Department clauses that would render the Department clauses valid shall be favored over any interpretation that would render such clauses invalid.

33. Recitals and Exhibits Incorporated Herein.

Any and all recitals in this Easement are agreed by the parties to be accurate, are incorporated into this Easement by this reference, and shall constitute integral terms and conditions of this Easement. Any and all exhibits and addenda attached to and referred to in this Easement are hereby incorporated into this Easement as if fully set out in their entirety herein.

34. Successors.

Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and other successors in interest, and shall continue as a servitude running in perpetuity with the Property.

35. Severability.

Invalidity of any of the covenants, terms or conditions of this Easement, or any part thereof, by court order or judgment shall in no way affect the validity of any of the other provisions hereof which shall remain in full force and effect.

36. Notices.

Any notice required or desired to be given under this Easement shall be in writing and shall be sent (i) by personal delivery, (ii) via registered or certified mail, return receipt requested, or (iii) via Federal Express or other private courier of national reputation providing written evidence of delivery. Notice shall be deemed given upon receipt in the case of personal delivery, and upon delivery by the U.S. Postal Service or private courier. All notices shall be properly addressed as follows: 1) if to Grantee, at the address set forth above; 2) if to Grantor, at the address set forth above; 3) if to any subsequent Owner, at the address of the Property; or 4) if to New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235. Any party can change the address to which notices are to be sent to him, her or it by duly giving notice pursuant to this Section 36.

37. Title.

The Grantor covenants and represents that the Grantor is the sole Owner and is seized of the Property in fee simple and has good right to grant and convey the aforesaid Easement; that the Property is free and clear of any and all mortgages not subordinated to this Easement, and that the Grantee shall have the use of and enjoyment of the benefits derived from and existing out of the aforesaid Easement.

38. Subsequent Liens on Property.

No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property, or a portion thereof encompassing entire separately deeded parcels, as collateral for a subsequent borrowing. Any subsequent liens on the Property must be subordinate to this Easement.

39. Subsequent Encumbrances.

The grant of any easements or use restrictions is prohibited, except with the permission of Grantee pursuant to Section 18("Permission of and Notice to Grantee"). This shall not preclude the placing of an additional restriction, without permission of Grantee, to maintain the Property's affordability for Agricultural Use by farmers. Such additional restriction may take the form of an affordability covenant or a Preemptive Right to Purchase for Agricultural Use or similar covenants, which are granted for the purpose of ensuring that the Property be conveyed for a price commensurate with its agricultural use value, and are deemed consistent with the primary Purpose of this Easement. Any future encumbrances shall be consistent with the primary Purpose of this Easement and shall not unreasonably restrict or regulate Farm Operations in contravention of the purposes of Article 25-AA of the Agriculture and Markets Law.

Any deed or other instrument evidencing or affecting such conveyance shall contain language substantially as follows:

“This {conveyance, lease, mortgage, easement, etc.} is subject to a conservation easement and a right of first refusal which run with the land and which were granted to Dutchess Land Conservancy, Inc., by instrument dated _____, 2017_ and recorded on _____, 2017 in the office of the Clerk of Dutchess County as Document No. _____.”

40. Grantor's Environmental Warranty.

Grantor warrants that she has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to hold harmless, defend, and indemnify Grantee and New York State Department of Agriculture and Markets against and from, any and all loss, cost, claim (without regard to its merit), liability or expense (including reasonable attorneys' fees) arising from or with respect to any release of hazardous waste or violation of environmental laws.

If at any time after the effective date of this Easement there occurs a release in, on, or about the property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps that may be required under federal, state, or local law necessary to assure its containment and remediation, including any cleanup.

Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee, or the New York State Department of Agriculture and Markets to exercise physical or management control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator or arranger with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”) or any corresponding state and local statute or ordinance.

41. Duration of Easement.

Except as expressly otherwise provided herein, this Easement shall be of perpetual duration, and no merger of title, estate or interest shall be deemed effected by any previous, contemporaneous, or subsequent deed, grant, or assignment of an interest or estate in the Property, or any portion thereof, to Grantee, it being the express intent of the parties that this Easement not be extinguished by, or merged into, any other interest or estate in the Property now or hereafter held by Grantee.

42. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings and agreements relating to

the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section 29 ("Amendment of Easement").

43. Waiver. No waiver by Grantee of any default, or breach hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default or breach hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No waiver shall be binding unless executed in writing by Grantee.

44. Binding Effect.

The provisions of this Easement shall run with the Property in perpetuity and shall bind and be enforceable against the Grantor against and all future Owners and any party deriving from Grantor any interest or right to use, possess, or occupy the Property, in the same manner as against the Grantor, while any such party is an Owner or is entitled to possession, occupancy, or use thereof. Notwithstanding the foregoing, upon any transfer of title, the transferor shall, with respect to the Property transferred, cease being a Grantor or Owner with respect to such Property for purposes of this Easement and shall have no further responsibility, rights or liability hereunder for acts done or conditions arising thereafter on or with respect to such Property, but the transferor shall remain liable for earlier acts and conditions done or occurring during the period of his or her ownership or conduct.

45. Lien Law.

This conveyance is made subject to the trust fund provisions of Section Thirteen of the New York Lien Law.

46. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

47. Right of First Refusal

In order to afford Grantee the opportunity to ensure that the Property remains in agricultural use in perpetuity, Grantor hereby gives to Grantee a Right of First Refusal to purchase the Property or a portion of the Property, which Right shall be of perpetual duration. For purposes of this Section 47 only, where only a portion of a lot created under municipal subdivision law is protected by this Conservation Easement, and municipal subdivision approval cannot be secured to conform the lot to the lands described in Exhibit B, the term Property shall be understood to include the unprotected portion of that lot in addition to lands described in Exhibit B. In the event that the Grantee acquires fee title to the Property, this Conservation Easement shall not be merged into the fee and shall not be extinguished by virtue of such purchase.

47(a). Applicability. This Right of First Refusal shall not apply to any gift or bequest without consideration, nor to any sale or conveyance of the Property to members of Grantor's families or to an entity, to include but not limited to, partnerships, corporations, or limited liability companies, which are controlled by Grantor or members of Grantor's families or to the equitable Owners of a Grantor which is a corporation, partnership, LLC

or other entity. Members of the families shall include Grantor's spouse, children (natural and adopted), parents and their descendants. This Right of First Refusal also shall not apply to sales made pursuant to any judicial sale of all or any portion of the Property (including but not limited to a sale made in connection with mortgage foreclosure), to the conveyance to a mortgage holder by deed in lieu of foreclosure, nor to a subsequent conveyance by any mortgagee who acquires title by virtue of foreclosure sale or deed in lieu of foreclosure. Grantee may waive this Right of First Refusal in the case of any sale of the Property to a responsible person or persons who, in the reasonable judgment of Grantee, demonstrate(s) an intent and ability to conduct farming on the Property, which is the production of crops, livestock and livestock products as defined under Section 301 of the Agricultural and Markets Law, or such successor law as is later promulgated. The Right of First Refusal shall apply to all other sales and conveyances of the Property (including any conveyance by, or of any interest in, a corporation, partnership, LLC or other entity to non-family members of the equitable Owners of the Grantor).

47(b). Procedure. The conditions of this Right of First Refusal shall be such that whenever Grantor receives a bona fide offer, Grantor shall deliver to Grantee a true copy of the offer in writing, together with such other instruments as may be reasonably required to show the bona fides of the offer. Grantee may elect to purchase, or assign such election to The Scenic Hudson Land Trust, Inc. to purchase or another designee should The Scenic Hudson Land Trust, Inc. decline such election, the Property or portion thereof subject to the offer at the offered price and subject to such other terms and conditions not less favorable to Grantor than those contained in the offer by giving to Grantor written notice of such election within thirty (30) days after delivery of the offer to Grantee. If Grantee does not elect to meet such offer within the thirty-day period, or grant a limited waiver of this Right of First Refusal, Grantor may accept the offer as written.

IN WITNESS WHEREOF, Grantor and Grantee, intending to be legally bound hereby, have hereunto set their hands on the date first above written.

GRANTOR:

Mary-Elizabeth Atkins

GRANTEE: DUTCHESS LAND CONSERVANCY, INC.

Rebecca E. C. Thornton
President

State of New York)

County of Dutchess), ss:

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared **Mary-Elizabeth Atkins**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

State of New York)

County of Dutchess), ss:

On the ____ day of _____ in the year 2017 before me, the undersigned, personally appeared **Rebecca E. C. Thornton**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging the Contribution of Funds to the Purchase of this Conservation Easement, and Acceptance of the Role of Third Party Right of Enforcement

DUTCHESS COUNTY

By:

Marcus J. Molinaro
County Executive

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Marcus J. Molinaro** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Signature/office of individual taking acknowledgement

ACKNOWLEDGMENT

For the Purpose of Acknowledging a Contribution of Funds to the Purchase of this Conservation Easement, the Role in Assignment of Easement, and the Role in Right of First Refusal

THE SCENIC HUDSON LAND TRUST, INC.

By: _____
Steve Rosenberg
Executive Director

By: _____
Seth McKee
Land Conservation Director

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Steve Rosenberg** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)

County of Dutchess), ss:

On _____, before me, the undersigned, a notary public in and for said State, personally appeared **Seth McKee** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT "C"
FINANCIAL WORKSHEET

ATTACHMENT B-4a: FINANCIAL WORKSHEET - Perpetual Conservation Easement Project
LTOEQto29K - Project Budget for FPIG Proposal (≤\$29,000/A for development rights)

FPIG Project Budget
Farmland Protection Implementation Project Involving a Perpetual Conservation Easement

Farm Name: Atkins - Locust Grove Farm Applicant: Dutchess Land Conservancy, Inc.
 Estimated Acres to be Permanently Protected = 169.8430
 Value of Development Rights = \$ 1,001,500 \$ per acre = \$ 5,897 If value is greater than \$29,000/acre, use ATTACHMENT B-4b.

TRANSACTION COSTS (Add or enter each "Estimated Costs" amount to the appropriate line (as noted below) on Attachment B-1 of the Master Contract.)	Estimated Costs ¹	State Contribution ²	Municipal Government					Other ⁵	Sum of Funding Sources (cash) ⁶	Sum of In-Kind Contributions ⁷	Landowner Contribution ⁸	Proposed Purchase Price of Conservation Easement ⁹
			County (cash) ³	County (in-kind)	Town (cash) ⁴	Town (in-kind)	Town (cash)					
Value of Development Rights	\$ 1,001,500	\$ 765,500	\$ 118,000					\$ 118,000			\$ 1,001,500	
TRANSACTION COSTS (Add or enter each "Estimated Costs" amount to the appropriate line (as noted below) on Attachment B-1 of the Master Contract.)												
Title Insurance (Line 2j)	\$ 4,643							\$ 4,643.00			\$ 4,643	
Survey(s) (Line 2k)	\$ 15,000							\$ 15,000.00			\$ 15,000	
Appraisal (Line 2l)	\$ 3,000							\$ 3,000.00			\$ 3,000	
Project Partners' Staff Time ¹⁰ (e.g., contract administration, project management, outside easement expertise, etc.) (Line 2m)	\$ 10,000	\$ 10,000									\$ 10,000	
Outside Legal Fees (if any) (Line 2n)	\$ 5,000							\$ 5,000.00			\$ 5,000	
Recording Fees (Line 2o)	\$ 250							\$ 250			\$ 250	
Stewardship Fee ¹¹ (Line 2p)	\$ 10,000	\$ 10,000						\$ 10,000			\$ 10,000	
Baseline Documentation Report (Line 2q)	\$ 3,000	\$ 3,000									\$ 3,000	
Other transaction cost ¹² (Line 2r):	\$ -	\$ -									\$ -	
Other transaction cost ¹² (Line 2s):	\$ -	\$ -									\$ -	
Other transaction cost ¹² (Line 2t):	\$ -	\$ -									\$ -	
Subtotal =	\$ 50,893	\$ 23,250						\$ 27,643.00			\$ 50,893	
TOTAL PROJECT COSTS	\$ 1,052,393	\$ 788,750	\$ 118,000	\$ -	\$ -	\$ -	\$ -	\$ 145,643	\$ -	\$ -	\$ 1,052,393	
Percentage of Total Project Cost from Each Contributor ¹³		74.9%	11.2%	0.0%	0.0%	0.0%	0.0%	13.8%	0.0%	0.0%		
Auto Match	Total Project Cost = \$ 1,052,393											
Check ¹⁴											100.0%	
Local Match Total¹⁴								\$ 263,643	25.1%	0.0%		

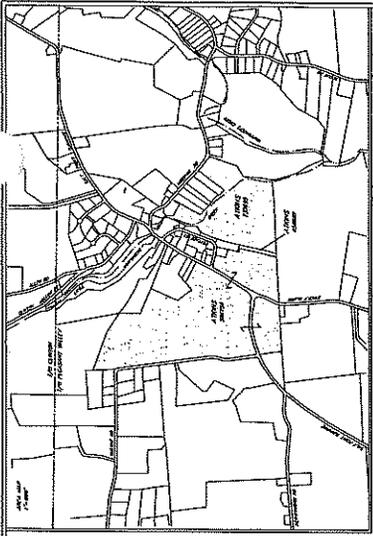
NOTE: NYS real estate transfer tax, if any, shall NOT be paid from proceeds provided to the Applicant from the State via the FPIG contract associated with this project.

ATTACHMENT B-4a: FINANCIAL WORKSHEET - Perpetual Conservation Easement Project
LToREQt029K - Project Budget for FPIG Proposal (≤ \$29,000/A for development rights)

INSTRUCTIONS FOR FILLING OUT ATTACHMENT B-4a.

- (1) Enter estimated costs for each item associated with this transaction. Value of development rights will automatically fill from above. All costs should be based on the most accurate data available at the time of application. Ideally, the value of development rights will be based on a recent appraisal.
- (2) State contribution shall not exceed 75% of total project cost. However, the State contribution toward any individual cost item may be greater than 75%. Project managers should enter the State contribution for each cost item based on how the project is anticipated to be funded.
- (3) If a county is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.
- (4) If a town is contributing funding to the project, project manager must allocate that funding as it is anticipated to be used to close the project. Actual allocation may be altered prior to the final distribution of State funds provided that the State approves any such reallocation.
- (5) Any "Other" funding applied to the project must be allocated in this column in the same manner as that for county and/or town funds. Each source and the specific amount being contributed from each source must be identified in supplemental budget documentation.
- (6) This column automatically sums all sources of cash allocated to cover the project costs.
- (7) This column automatically sums all contributions of in-kind services allocated to certain project costs.
- (8) The Landowner Contribution for each item is calculated as the difference between total cost of the item and funding available for it. In the case of "Land Costs" this represents a landowner donation resulting from a bargain sale of the conservation easement. For each transaction cost that the landowner will pay for or towards, that amount must be paid by the landowner prior to his/her receipt of any payment from the proceeds of the State disbursement.
- (9) Proposed Purchase Price is the amount of consideration that the landowner will receive for the sale of this conservation easement. That identical amount must be entered into the conservation easement as the amount of consideration. This number is automatically calculated as the difference between the value of the development rights (column 1) and the sum of the funding sources available (column 9).
- (10) Value of staff time necessary to assist with the conservation easement transaction for this project. Staff includes paid or volunteer employees of any project partner (including consultants). Direct costs should be entered in the appropriate columns as a "cash" amount whereas any non-cash contribution of staff time should be entered in the appropriate column as an "in-kind" amount. (Do not include cost of baseline documentation report anywhere along this line; that item is identified elsewhere on this form.)
- (11) State contribution shall not exceed \$10,000 per conservation easement.
- (12) Other transaction costs must be identified separately. Examples include title report, GIS mapping, printing, Phase I Environmental Site Assessment, etc. Be sure to reflect any in-kind contribution toward any such item in the appropriate County, Town and/or Other column.
- (13) State funding % shall not exceed 75.0% of total project costs UNLESS this project is proposed as an 87.5% State award - refer to RFP for more info.
- (14) Applicant must provide documentation acceptable to the Department accounting for the encumbrance or expenditure of the required local match for this project, including any costs paid for by the landowner, prior to the time of closing.
- (15) In-kind contributions shall not exceed 80% of the local match or \$25,000, whichever is less.
- (16) Auto match check confirms that the total project costs sum correctly and that the sum of the local match (%) and state share (%) equals 100%.

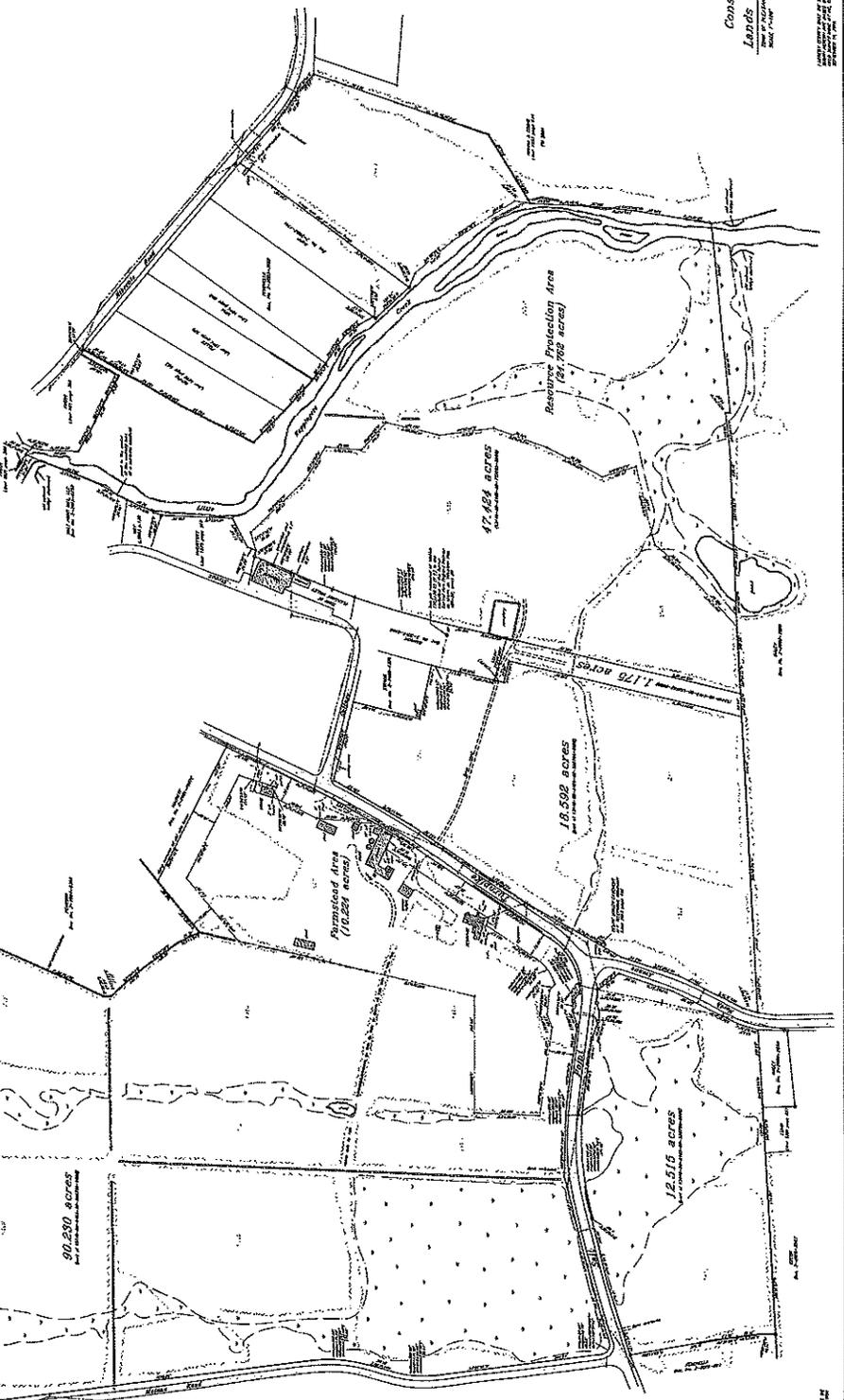
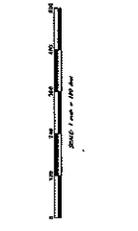
EXHIBIT "D"
SURVEY MAP



ACRES

90,230 acres	18,592 acres	12,516 acres	47,424 acres	160,928 TOTAL ACRES
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SCALE: 1" = 100' (VERTICAL SCALE: 1" = 10')



Survey Map of Conservation Easement on Lands of Mary Elizabeth Atkins

DATE: 10/15/2009
 DRAWN BY: J. J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

1. [Text]
 2. [Text]
 3. [Text]
 4. [Text]
 5. [Text]
 6. [Text]
 7. [Text]
 8. [Text]
 9. [Text]
 10. [Text]

Environment Committee Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert *		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		
District 14 - Town of Wappinger	Amparo*		
District 9 - City of Poughkeepsie	Rieser		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 16 - Town of Fishkill and City of Beacon	Forman (C)		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn (VC)		

Present: <u>12</u>	Resolution: <u>✓</u>	Total : <u>12</u> <u>0</u>
Absent: <u>0</u>	Motion: <u> </u>	Yes No
Vacant: <u>0</u>		Abstentions: <u>0</u>

2017124 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	✓	
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner		
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 **Resolution:** ✓ **Total :** 23 0
Absent: 1 **Motion:** **Yes** **No**
Vacant: 1 **Abstentions:** 0

2017124 AUTHORIZING EXECUTION OF GRANT AGREEMENT TO PARTIALLY FUND THE PURCHASE OF AN AGRICULTURAL CONSERVATION EASEMENT ON THE LOCUST GROVE FARM A/K/A ATKINS FARM PROPERTY IN THE TOWN OF PLEASANT VALLEY, DUTCHESS COUNTY, NEW YORK

Date: June 12, 2017

RESOLUTION NO. 2017125

RE: AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE FOR THE EXPANSION OF BUS SERVICE TO THE CITY OF POUGHKEEPSIE BY THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT (ET5680)

Legislators PULVER and BORCHERT offer the following and move its adoption:

WHEREAS, an application was jointly made by the County of Dutchess and City of Poughkeepsie to the New York State Department of State for a Local Government Efficiency Program in connection with the Dutchess County Bus Service Expansion into the City of Poughkeepsie, and

WHEREAS, the City of Poughkeepsie Common Council has failed to authorize the acceptance of these funds, and the City of Poughkeepsie has not allocated funds for continuation of their existing bus service beyond June 30th of this year, and

WHEREAS, in order to ensure that residents of the City of Poughkeepsie have access to public transit services, the County intends to expand service within the City of Poughkeepsie beginning July 1st, 2017, and

WHEREAS, this funding was intended to provide for transitional costs associated with the County expansion of bus service into the City of Poughkeepsie, and

WHEREAS, before the New York State Department of State will officially issue the grant award to the County, it requires a resolution from this Legislature agreeing to accept the grant award, and

WHEREAS, it is necessary for the Legislature to authorize the execution of the grant agreement to accept such funds and provide for the receipt and expenditure of said funds, and now therefore, be it

RESOLVED, that this Legislature hereby authorizes the County Executive or his designee to accept the grant award from the New York State Department of State in connection with the above project and further authorizes and empowers the County Executive or his designee to execute said grant agreement and any amendments on ~~behalf of~~ **APPROVED** the County of Dutchess.

CA-068-17 (revised)
CAB/kvh/G-1589-K
05/15/17
Fiscal Impact: See attached statement
STATE OF NEW YORK

COUNTY OF DUTCHESS

ss:

APPROVED

MARCUS J. MOLINARO
COUNTY EXECUTIVE
Date 6/20/2017

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.


CAROLYN MORRIS, CLERK OF THE LEGISLATURE

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
SECRETARY OF STATE

December 21, 2016

Mr. Paul Hesse, Community Development Coordinator
City of Poughkeepsie
62 Civic Center Plaza
Poughkeepsie, NY 12601

RE: 2016-2017 Local Government Efficiency Grants - Project Name: Dutchess County Bus Service Expansion

Dear Mr. Hesse:

In 2011, Governor Cuomo launched the Regional Economic Development Councils and the Consolidated Funding Application (CFA) to provide each region with the tools to create and implement their own roadmap for economic prosperity and job creation. This community-based model uses local assets to drive local economic growth and has resulted in unprecedented partnerships and collaboration that are building a reinvigorated economy.

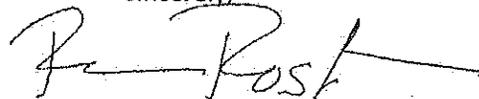
After five successful rounds, the 2016 CFA made over \$750 million in economic development resources available from over thirty programs across eleven state agencies. The Agency's programs provide resources for projects focused on community development and job creation, tourism, waterfront revitalization, energy and environmental improvements, sustainability, and low-cost financing. The Department of State is proud to have contributed \$23.5 million to this year's Consolidated Funding Application.

I am pleased to announce that the New York Department of State will be able to provide \$315,000 in funding from the Local Government Efficiency Program (LGE) for the Dutchess County Bus Service Expansion. The Department of State is pleased to be able to fund your project and other similar efforts to reduce expenses and increase efficiencies. If you applied for funding from other programs or other State agencies, you will receive information from those programs/agencies separately.

Carl Ublacker, your regional project manager, will be in contact with you soon to discuss the development of the contract and work program. In the meantime, if you have any questions, please call (518) 473-3355 to speak with Kyle Wilber, the Local Government Efficiency Program Manager, for assistance.

Congratulations, and we look forward to working with you.

Sincerely,



Rossana Rosado
Secretary of State

cc. Dutchess County



Department
of State

RECEIVED
DEC 23 2016

FISCAL IMPACT STATEMENT

NO FISCAL IMPACT PROJECTED

APPROPRIATION RESOLUTIONS

(To be completed by requesting department)

Total Current Year Cost \$ 315,000

Total Current Year Revenue \$ 315,000

and Source
Local Government Efficiency Program Grant

Source of County Funds *(check one)*: Existing Appropriations, Contingency,
 Transfer of Existing Appropriations, Additional Appropriations, Other *(explain)*.

Identify Line Items(s):

Related Expenses: Amount \$ _____

Nature/Reason:

Anticipated Savings to County: _____

Net County Cost (this year): _____

Over Five Years: _____

Additional Comments/Explanation:

Resolution to authorize the acceptance of Local Government Efficiency Program grant funds in the amount of \$315,000 for the Dutchess County Bus Service Expansion. The revenue and expense associated with this project were included in the 2017 County Budget.

Prepared by: Rachel Kashimer, Budget Office

Prepared On: 04/27/2017



COUNTY OF DUTCHESS

MARCUS J. MOLINARO
COUNTY EXECUTIVE

TO: MEMBERS, DUTCHESS COUNTY LEGISLATURE

FROM: MARCUS J. MOLINARO, COUNTY EXECUTIVE

DATE: JUNE 20, 2017

RE: **RESOLUTION #2017125**

I am grateful to the 23 members of the Dutchess County Legislature who supported Resolution # 2017125 – Authorizing Grant Agreement with the New York State Department of State for the Expansion of Bus Service to the City of Poughkeepsie by Dutchess County Department of Public Works – Public Transit. With the termination of City of Poughkeepsie bus service now inevitable on June 30th, the County will expand its bus service to ensure City of Poughkeepsie residents have reliable transit service.

As you know, this grant provides \$315,000 from the NYS Local Government Efficiency Program for transitional costs associated with the County's expansion of bus service into the City of Poughkeepsie. The City was awarded this shared services grant by the state, but the Common Council refused the funds.

With this grant, the County will contract with a consultant to more effectively expand, explore and communicate route and schedule improvements. The consultant will engage in community outreach, including public meetings, rider interviews and engagement with area stakeholders – all to assess ridership issues and analyze routes, including gaps in service, as well as market the new routes for greater public awareness. The revenue and expense associated with this project were included in the 2017 County Budget – adopted by the Legislature. The acceptance of this grant keeps the county budget in balance, enabling us to proceed with this important work.

The County Charter, Article 3:02 (0) states the Executive makes, signs and implements all contracts on behalf of the county within authorized appropriations. Article 3:02(0), along with your adoption of the 2017 County Budget expanding the County's service into the City, provided me authority to execute a Memorandum of Agreement with the City enabling us to move forward as discussed. Allow me to reiterate commitments made to the public, further outlined at the Legislature's meeting last Monday:

- We will conduct regular review of the City of Poughkeepsie routes and schedules, providing opportunities for route and schedules changes as necessary and feasible. Any changes to routes and schedule will occur quarterly, with some minor adjustments made to school related issues to occur by September 1st. We will hold quarterly meetings and public outreach for the next year.

- We are committed to further outreach efforts for special populations – including underserved and/or low-income neighborhoods and housing, as well as seniors and those with special needs.

Following the Legislature's Board Meeting, Minority Leader Micki Strawinski contacted me to develop a bi-partisan resolution forming a special task force to help ensure continued public engagement related the new City of Poughkeepsie routes and underserved riders, while promptly addressing issues and concerns they may have. We support this and will work with you to finalize this worthy legislation and form the ad hoc task force. We suggest it be constituted for one year, be led by Department of Public Works Deputy Commissioner David Whalen, and collaborate with our contracted consultant to ensure we meet the needs of special needs populations and encourage open dialogue between the County and current and future bus service users.

This ad hoc task force's work would be in addition to the efforts of the Public Transit Advisory Group, already established. As discussed with Chairman Dale Borchert and Minority Leader Strawinski, the ad hoc task force will focus on the new City of Poughkeepsie routes, ensuring integration into the County bus system, placing particular emphasis on the needs, challenges and concerns of special needs riders.

This resolution would be considered at your July board meeting. As new routes and our consultant will begin on July 1, we have agreed to assemble the task force prior. As discussed, nine individuals will serve, led by Deputy Commissioner of Public Works David Whalen, with the following additional membership:

- Dutchess County Deputy Commissioner for Special Needs Toni-Marie Ciarfella;
- Two residents of the City of Poughkeepsie – at least one who representing special needs agencies/riders;
- One representative from the Dutchess County Human Rights Commission;
- Two County Legislators (one majority and one minority member) to be appointed by the Chairman in consultation with the Minority Leader;
- Two representatives from Dutchess County Government to be appointed by the County Executive

While your action in July would codify the task force, we welcome your appointments prior as we would plan to convene in early July. This would ensure they have input into the initial round of route changes that would need to be finalized by September 1st for service implementation by October 1st.

Dutchess County's expansion of bus services into the City of Poughkeepsie offers tremendous potential and opportunity for our residents, including expanded service hours, greater connectivity and reliable service. We also know change of this magnitude comes with justified questions, anxiety and concern. With your support, by working with riders, stakeholders and the public, we are committed to providing the highest quality, most reliable service we can.

I thank all 23 of you for your confidence, support and constructive idea and guidance.

C: Mayor Robert Rolison, City of Poughkeepsie
Commissioner Robert Balkind, Department of Public Works
Carolyn Morris, County Legislature Clerk

NYS Consolidated Funding Application
Legal Name of Applicant: City of Poughkeepsie
Project Name: Dutchess County Bus Service Expansion
Application Number 68594
Registration Email: pblanos@m-strat.com
File created August 15, 2016 - 02:12 PM
Application finalized on July 29, 2016 - 11:13 AM

Region

Mid-Hudson

Questionnaire Questions & Answers

Threshold

Local Government Efficiency Program

Q_1956

Are you an eligible NYS local government entity for the Local Government Efficiency program? The Local Government Efficiency program defines "local government entities" as counties, cities, towns, villages, special improvement districts, fire districts, public libraries, association libraries, water authorities, sewer authorities, regional planning and development boards, school districts, and Boards of Cooperative Educational Services (BOCES) advancing certain joint projects.

Locked.

Yes

Q_4185

Will this project help local governments reduce expenditures, add revenues, streamline government management or operations, or improve service delivery?

Locked.

Yes

Q_5706

Is the applicant able to provide the required matching funds for the project? See scoring tips for the local match requirements.

Locked.

Yes

Q_1957

Are you developing a plan for a local government consolidation or dissolution under 'the New New York Reorganization and Citizen Empowerment Act' - General Municipal Law, Article 17-A? For a local government re-organization planning project pursuant to General Municipal Law, Article 17-A, please contact the Department of State directly for other available funding opportunities.

Locked.

No

Location

Q_3527

US Congressional District where the project is located.

Locked.

18

Q_928

Project Street Address: if the project does not have a definite street address, please skip to "Project without a Street Address" below.

Locked.

No Answer

Q_565

Project City

Locked.

City of Poughkeepsie

Q_972

Project county or counties.

Locked.

Dutchess

Q_568

Project State

Locked.

No Answer

Q_971

Project Without a Street Address: please enter a description of the project location. Include project starting/ending street addresses, cities & zip codes if applicable.

Locked.

Poughkeepsie, NY, 12601

Q_572

Project Latitude

Locked.

41.704655

Q_573

Project Longitude

Locked.

-73.928244

Q_184

NYS Assembly District where the project is located. (please enter a number between 1 and 150 that represents your Assembly District)

Locked.

104

Q_190

NY Senate District where the project is located. (please enter a number between 1 and 63 that represents your Senate District)

Locked.

41

Q_1034 Project ZIP Code. (please use ZIP+4 if known)

Locked.

No Answer

Q_616 For more than one project location, please provide full address(es) for each location. If Not Applicable, indicate "NA".

Locked.

The Duches County Bus Service Expansion will take place throughout the entire City of Poughkeepsie. As such there is no set building, complex or individual street to describe the project location.

Basic

General Project Information

Q_550 If you are a DBA, what is your DBA name?

Locked.

No Answer

Q_549 Type of Applicant (select all that apply)

Locked.

County, City

Q_556 Select an applicant ID type from the list below that you normally use to identify your organization on application forms.

Locked.

Federal Tax ID Number

Q_2655 Based on your selection from the previous question, enter your applicant ID number. (Please do not provide your social security number).

Locked.

14-6002385

Q_969 If you are a business, have you been certified as a New York State Minority or Women-owned Business Enterprise (MWBE)?

Locked.

N/A

Applicant

	Answer

Legal Name	Locked. City of Poughkeepsie
Applicant First Name	Locked. Paul
Applicant Last Name	Locked. Hesse
Street Address	Locked. 62 Civic Center Plaza
City	Locked. Poughkeepsie
State	Locked. NY
Zip Code (use ZIP+4 if known)	Locked. 12601
Telephone Number (include area code)	Locked. (845) 451-4106
Email Address	Locked. phesse@poughkeepsie.com

Contacts

	Primary Contact	Contact Authorized to Execute Contract if Awarded	Additional Contact
Salutation	Locked. Mr.	Locked. Mr.	Locked. Mr.

First Name	Locked. Paul	Locked. Robert	Locked. William
Last Name	Locked. Hesse	Locked. Rolison	Locked. O'Neil
Title	Locked. Community Development Coordinator	Locked. Mayor	Locked. Deputy County Executive
Organization	Locked. City of Poughkeepsie	Locked. City of Poughkeepsie	Locked. County of Dutchess
Street Address	Locked. 62 Civic Center Plaza	Locked. 62 Civic Center Plaza	Locked. 22 Market Street
City	Locked. Poughkeepsie.	Locked. Poughkeepsie	Locked. Poughkeepsie
State	Locked. NY	Locked. NY	Locked. NY
ZIP Code	Locked. 12601	Locked. 12601	Locked. 12601
Telephone Number	Locked. (845) 451-4106	Locked. (845) 451-4073	Locked. (845) 486-2000
Email Address	Locked. phesse@poughkeepsie.com	Locked. mayor@cityofpoughkeepsie.com	Locked. woneil@dutchessny.gov

Q_4199 Please select the primary sector or characterization that best defines this project.

Locked.

Transportation

Q_4198 Please select the secondary sector or characterization that best defines this project.

Locked.

Municipal/Government

Q_3656 Is the project included in a NY Rising Community Reconstruction Program plan or a NY Rising Countywide Resiliency Plan?

Locked.

No

Q_3744 If the project is included in a NY Rising Community Reconstruction Program plan or a NY Rising Countywide Resiliency Plan, please indicate the planning committee name, project name, and location.

Locked.

No Answer

Q_3762 Does your project directly address the needs of people in your region who are living in poverty and who seek resources for inclusion in the economic life of New York State?

Locked.

Yes

Q_3763 How does your project seek to apply CFA funds for the purpose of eliminating barriers to skilled employment by poor people in your region, as identified by the Opportunity Agenda? Please describe any efforts to collaborate at the local or regional level (i.e. public, private, labor, philanthropic sectors).

Locked.

According to the U.S. Census Bureau, the City of Poughkeepsie has a poverty rate of 23.6%. With roughly one quarter of all residents living in poverty it is vitally important that infrastructure be in place to support their employment needs. This project will achieve this by increasing the annual operational service hours provided via public bus service. The current City bus system only provides service 9 hours per day Monday – Friday with limited service on Saturday. Under the expanded County bus service, individuals will have access to public bus service 15 hours per day Monday - Saturday. As such, low-income populations who rely on public busing to go to work, will not be restricted as there will be increased access to public transit.

Q_3764 How does your project build workforce development programs, improve physical infrastructure, and/or establish social services that connect people living in poverty in your region with skilled employment, in correspondence with the economic revitalization priorities, distressed community targets, and the industry growth areas identified in the Opportunity Agenda and Strategic Plan?

Locked.

No Answer

Q_3766 Is this a Global NY Project?

Locked.

No

Q_3768 If this is a Global NY Project, please describe how this project relates to the identified goals of your region's Global Marketing and Export Strategies as part of the Global NY initiative?

Locked.

No Answer

Q_4200 Does your project provide opportunities for Veterans' to participate in the workforce, or improve services to the Veterans' and military families in New York?

Locked.

Yes

Q_4201 If Yes, please explain how your project impacts the Veterans' and military families in New York.

Locked.

According to the 2014 U.S. Census the City of Poughkeepsie is currently home to a total of 1,356 veteran residents. Of these veterans, approximately 9.1% are classified as living below the poverty line while 27.7% are classified as living with a disability. In 2015 the County registered that veterans completed 7,255 one-way trips on County routes. As such, the proposed Dutchess County Bus Service Expansion will provide an opportunity to improve transit opportunities for these veterans. Once completed, these veterans will have access to increased daily ridership schedules, and will be able to rely on a single service provider all of which will ultimately improve their quality of life.

Q_6048 Does your project advance downtown revitalization?

Locked.

Yes

Q_6047 If Yes, please detail how it will attract and retain residents, visitors and businesses and transform neighborhoods.

Locked.

The Dutchess County Bus Service Expansion will help to improve the quality of the downtown area. The proposed project will help to streamline public bus service by moving from a multi to a single provider service. In addition, the new service will also have an increased number of operational service hours per week moving from 9 hours per day on Monday - Friday with limited service on Saturday to 15 hours per day Monday - Saturday. This improved service will help to further transit oriented development and encourage new residents, businesses and others to make Poughkeepsie their home.

Project Description

Q_575 Project Description. Concisely describe the project, indicating the location, what will be planned, designed, acquired, and/or constructed, the issues/opportunities to be addressed, and expected outcomes and deliverables. Additional details will be collected later in the application process.

Locked.

The City of Poughkeepsie in partnership with the County of Dutchess wishes to obtain a grant from the NY Department of State – LGE Program to implement the Dutchess County Bus Service Expansion Project. The overall scope of this project calls for the absorption of the City's existing municipally operated bus system by the County of Dutchess and expansion of the County bus service within the City,

The City and County completed a feasibility planning process relative to this project in 2013. The results of this feasibility study had identified that the County could expand its bus services within the City and provide new

in-City service at no additional cost to the County. It is for this reason that the project partners wish to utilize grant funding for activities deemed necessary in order to complete this expansion of services. Grant funding will specifically be utilized for legal, planning, marketing, operational, training and testing related costs associated with this project. Funding through this grant will be utilized specifically for the following items.

1. Development of inter-local agreements relative to the transfer of federal and state funded equipment and assets.
2. Update of statistical/operational information for City of Poughkeepsie Bus System from 2013 study.
3. Development of new bus service schedule and conduct necessary public marketing and outreach relative to new service.
4. Necessary upgrades and retrofits to existing City buses as well as training of bus operators.
5. Testing of new bus service to ensure effectiveness and efficiency.

By completing this project, the project partners will recognize several major benefits that include a reduction in annual taxes for the residents of Poughkeepsie, an increase in the total hours of bus service provided on a weekly basis, streamlining of federal/state aid and increased access to various points of interest within the region. The total anticipated timetable for completing this project is 16 months.

Q_976 Statement of Need

Locked.

The City of Poughkeepsie has identified several issues with the existing City bus service. A financial review observed the City's year-end reconciliations indicated that operating costs were higher than originally budgeted and that revenues were lower than originally budgeted. In addition the City performed an operational review of the City bus system, which found that the City's average operating expense per vehicle was higher than that of the County and the national average. In addition the report identified duplicated services being offered through both City and County bus services. In order to help reduce costs/overlapping service and increase the number of daily service hours, the City wishes to discontinue its existing service and expand the Dutchess County Public Transit System.

Q_930 Explain what makes your project a regional economic priority - for example creates jobs, economic investment, sustainability and community revitalization, government efficiency or consolidation etc.

Locked.

The Dutchess County Bus Service Expansion is considered to be a regional economic priority. By completing this project, the City and County will recognize a variety of benefits in the areas of cost, operations and service annually. These benefits include:

1. Improved delivery of transit service and streamlining the allocation of federal and state transit funding.
2. Reduction in the cost to provide bus service, as evidenced by the lower operating costs of County Dutchess County Public Transit compared to the City service.
3. Eliminate the need for City to provide local funds to operate a standalone bus system.
4. Increase the daily service spans by up to three hours longer than current routes, adding an additional 4,000 hours of service for the City annually.
5. Increase in service to various points of interest

Q_2366 How does your project align with the Regional Economic Development Council's Strategic Plan/Upstate Revitalization Initiative Plan? (strategic plans are located at <http://www.nyscfaprojectdata.ny.gov/>)

Locked.

The Dutchess County Bus Service Expansion does align with the current Mid-Hudson REDC Strategic Plan. The proposed project specifically aligns with Goal IV "Improve key regional Infrastructure to Make The Region More Business-Ready" Strategy 7. Support Transit Oriented Developments (TODs) to provide more sustainable, mixed-used development around transportation hubs. The proposed project proposes to expand and improve existing in-City bus routes. These additions and expansion will provide better access to and from various centers of place within the City that include: large residential housing complexes, public schools, institutions of higher education, hospitals, rail stations and other government facilities.

Q_929 Current State of Project Development (i.e. planning, preliminary engineering, final design, etc. You may enter N/A for non-project related applications)

Locked.

The project partners have completed a feasibility study in 2013 which is directly related to this project.

Q_975

Estimated Project Timeline: including project start/completion dates, estimates for design, permitting and construction or other major steps. (You may enter N/A for non-Project related applications)

Locked.

The proposed timeline for implementing this project is August 1, 2016 through November 30, 2017 for a total estimated project period of 16 months. A breakdown of the individual project deliverables and the timetable for completing each is as follows:

8/1/16 – 11/30/17: Development of inter-local agreements relative to the transfer of service and assets.

9/1/16 – 12/31/16: Update of statistical/operational information for City of Poughkeepsie Bus System from 2013 study.

10/1/16 – 12/31/16: Development of new bus service schedule and conduct necessary public marketing and outreach relative to new service.

1/1/17 – 3/31/17: Necessary upgrades and retrofits to existing City buses as well as training of bus operators.

3/1/17 – 3/31/17: Testing of new bus service to ensure effectiveness and efficiency.

Q_580

Provide a list of all federal, state, and local reviews, approvals, or permits needed or completed, including the dates when they are expected to be completed or were completed. If Not Applicable, indicate "NA".

Locked.

The only federal approval needed will be of the County's Title VI program. All entities receiving FTA federal funding must have a program in place. The County currently has an approved program. The current program plan is set to expire in 2017. The County will file its program renewal in 2017 and foresees no issues with obtaining FTA approval.

Q_2364

What is the status of State and/or Federal Environmental Review? If review of the project is underway or completed pursuant to the State Environmental Quality Review Act (SEQRA) or National Environmental Policy Act (NEPA), please indicate the lead agency (if applicable).

Locked.

No Answer

Q_1054

If National Environmental Policy Act (NEPA) Record of Decision has been issued, please explain (include date of Record of Decision).

Locked.

No Answer

Prior CFA Funding

Q_2362

If funding was awarded in prior CFA rounds, what were the CFA numbers for which funding was awarded? (separate multiple CFA numbers with commas)

Locked.

No Answer

Q_4160

For each program to which you are applying under the CFA, explain your strategy for proceeding if the full amount of requested funding, required matching funds, and temporary financing are not secured as expected, or committed sources become unavailable. This explanation must address any proposed project phases, and both CFA and non-CFA sources of funds.

Locked.

The City of Poughkeepsie and the County of Dutchess are committed towards ensuring the completion of the

Dutchess County Bus Service Expansion. The City and the County through the Poughkeepsie-Dutchess County Transportation Council (PDCTC) have already invested in the completion of both an operational and fiscal review of the City's bus system as well as service performance review as it relates to the potential dissolution of the City bus system and expansion of the County Public Transit System. These studies have produced the findings necessary to demonstrate that this project would generate a net savings for the residents of the City of Poughkeepsie, help eliminate overlapping services, increase the availability and frequency of transportation services available within the City daily and actually help to produce additional revenues to help support and offset costs related to the County's bus system. As such, the proposed expansion of the County bus system seeks to benefit both parties equally.

Both parties have agreed this may only occur if the implementation as well as the long term arrangement of this service could be completed in a "no cost to County" scenario. The net cost for expansion of Dutchess County bus service including existing in-City routes 15-hours per day for six days per week is \$383,342 which would be covered by existing City 5307 funds and future 5307 funds. These funds would be offset by additional fare revenue and matched with existing County inter fund transfer dollars. As such, the sources and availability of long term financing for this project have already been identified and will be available and the ability expand in-City Dutchess County bus routes is not in question.

The implementation costs for this project serve as the only roadblock in getting this project completed. In an ideal scenario, the County, through the expansion of its in-City bus routes expects an increase in service revenue. The long-term savings would be realized by the City of Poughkeepsie and the expansion of County services would result in higher operating revenue and access to 5307 operating assistance to achieve no cost to County for ongoing operating expenses. Unfortunately, there is no funding available to cover the total cost of \$367,500 to implement this project. As such, the need to obtain outside grant funding for the implementation phase of this project is critical to getting this project moving forward.

Under the most ideal scenario, the project partners would be able to obtain approximately \$330,750 in funding through the LGE grant program. This would provide the maximum level of funding eligible through the grant (90%) with the remaining required \$36,750 (10%) of total project costs being financed through outside matching funds. The project partners however are cognizant of the fact that a grant of a lesser amount may be awarded. In this scenario, the project partners would need to evaluate the reduction in grant funding provided versus what was requested and determine if the project is still financially feasible. The general nature of these conversations will obviously vary depending how drastic the ultimate reduction ends up being (i.e. grant will only fund 40% of costs versus a grant funding 80% of costs). In the end, the project partners will do their best to supplement any shortfalls in grant funding; however, the overall financial benefit as pertains to the County taking on these services was predicated on a "no-cost to County" scenario. A reduction in grant funding from what is being requested would jeopardize this.

Standard Question

Local Government Efficiency Program

Project Partners

Q_3369

List all the partners involved in the project and provide contact information.

Locked.

City of Poughkeepsie

County of Dutchess

LGE Priorities

	Yes/No	Describe
Will the project implement a planning project completed with SMSI or LGE funds?	Locked. No	Locked. No Answer

Do any of the project partners use multi year financial planning?

Locked.
Yes

Locked.

Partners implement multi-year capital planning, do not implement multi-year operational planning.

Type of Project

Q_5322

Is the proposed project an implementation or a planning project? Implementation/Planning

Locked.

Implementation

Cost Savings

Q_5702

How will the projected cost savings impact the local government's budget?

(This question is associated with your answer selection in question: [Q_5322](#))

Locked.

The Dutchess County Bus Service Expansion will generate a cost savings for both project partners upon completion of the project. At this present time, the City of Poughkeepsie is taking on major annual financial loses by continuing to operate its City bus system. As per the feasibility study completed by the project partners, between 2010 and 2012 the average annual operating budget for the City bus service per year was \$1,432,261; however, the annual average annual operating costs was \$1,701,637 which is greater than the annual average operating budget. In addition, the average annual revenue over this three year period was lower than expected at \$1,102,959 per year. As such, the City was losing an average of \$598,678 per year over this three year period. The City has continued to deal with these same issues in 2014 and 2015 and will continue to take financial loses on this service for the foreseeable future.

By completing the Dutchess County Bus Service Expansion, the City of Poughkeepsie will be dissolving its City bus service and letting the County absorb the responsibilities for providing the service within the City. By doing so, the City will no longer be required to budget for transit service activities such as bus purchase/maintenance, salaries and benefits for bus operators/mechanics, transit management related activities such as scheduling and federal/state aid management, etc. As such, the City will be able to eliminate the roughly \$1,432,261 million it is budgeting for this service annually. In addition, the City will no longer be taking an average annual loss \$598,678 that it currently is by operating the program. As such, the City will recognize roughly \$2 million in cost savings annually. This cost savings will provide the City with the ability to either re-purpose these funds towards other major municipal projects such as road resurfacing and park development, or the City could eliminate this funding from its budget entirely and provide residents with a much needed tax cut.

In addition to the City's savings, the County also anticipates that it will see a net increase in annual revenues through this program. As a part its agreement with the City of Poughkeepsie, the County would take over all public busing operations within the City and expand the bus service to be provided only if it was a "no cost to County" scenario. With the transferring of all City vehicles to the County as well as the transfer of all federal and state aid from the City to the County, the proposed project will remain a no cost to County scenario, with a small amount of annual profit actually being generated by the County when taking on the expanded service.

Although initial profit levels will be low, the County intends to work to increase the ridership of the service in future years. By moving from having two service providers within the City to a single service provider, the County will be able to take on the existing customer base that currently utilizes only the City bus system, which will generate new revenues. In addition, the new service will increase the total daily service hours from 9 to 15, which will provide more incentives for people to utilize the public bus service since there will be an increase in the operation schedule. It is for this reason that by increasing annual ridership, the County will be able to generate increased revenues for its programs. This will help the County to more efficiently maintain and/or purchase new vehicles, increase service operations in other parts of the County, have the financial means necessary to pay for employee salaries, etc. As such, the proposed project will have a financial benefit for both project partners upon completion.

Financial Impact

Q_5554

Explain how the project will benefit taxpayers or rate payers in each local government through tax reduction, improved service delivery, or other metrics.

(This question is associated with your answer selection in question: [Q 5322](#))

Locked.

The Dutchess County Bus Service Expansion project will have a positive financial impact within the community. According to the feasibility study completed for this project, one of the greatest points of reference was the annual losses the City was taking annually by providing this service. According to the study, between 2010 and 2012 the city lost \$1,796,034 as a result of operating this bus service. The reason for this is because the annual costs for the service were much higher than what was budgeted. In addition, revenues each year were much lower than anticipated. As such, the City has been operating this service which is not generating any real profit and is continuing to sink the City into further debt.

By completing the proposed Dutchess County Bus Service Expansion, the City will be forfeiting all aspects of its bus service to the County. This includes current bus routes, heavy duty buses, support vehicles, federal/state transit aid, etc. as well as the elimination of existing City personnel that deal with this service. Once completed, the County will assume all financial responsibility for the provision and maintenance of public bus service within the City. As such, the City will be removing itself from any financial obligations related to the service. This is anticipated to result in upwards of \$400,000 to \$500,000 in annual savings for the City of Poughkeepsie that were being incurred due to the high cost and low revenues generated by this program, as well as the elimination of the average annual \$1.4 million budget appropriations for this service. This will allow the City to continue to work to reduce its deficit and reduce the burden placed on local taxpayers.

In addition to the benefits that the City will see, it should also be noted that the County will see a great benefit from the proposed project. The County has three specific objectives as it relates to this project. The first objective is to help reduce the fiscal burden placed on the City of Poughkeepsie and its residents for having to provide its own bus services. As previously noted, by completing the proposed project, the City will see an annual savings of roughly \$400,000 to \$500,000 annually and the elimination of the average annual \$1.4 million budget appropriation for the current service once the project is completed.

The second major objective is to ensure the creation of new revenue streams for the County. According to the cost estimates provided within the feasibility study, the total cost of implementing the expansion of in-City routes that will replace the existing City routes is \$1,255,860. Per the proposed absorption process that will be completed, it is anticipated that the County will see an annual profit of \$44,781. Although this is a small gain for such a large endeavor this does not include new ridership opportunities that will be generated once a single service provider is in place. Once the City system is eliminated the County, which already operates a profitable service, will have access to these riders, which will generate additional revenue. In addition, the County intends to heavily rebrand and remarket the service to attract new riders who had previously never utilized the service. By increasing its ridership pool, the City anticipates that its annual profits will increase from \$44,781 in year 1 to several hundred thousand dollars per year in future years.

The third and final objective of the County is to ensure that it can provide a service equal to or greater than the existing service being provided by the City. At this time, the existing six city bus routes operate Monday through Friday during normal business hours (typically 8:00 AM – 6:00 PM) with no extended hourly service. In addition, the City system only provides service on three of the six routes on Saturdays all of which end at 3 PM. By completing this project, the City will offer an increased schedule. All routes will operate Monday – Saturday and will run for 15 hours per day. By doing so, it is anticipated that there will be an 4,000 increase in annual service hours within the City.

The aforementioned data clearly articulates several improvements as it relates to fiscal and operational efficiency. By completing this project, the City will be able to not only save several hundred thousands of dollars annually, but the County will be able to generate several hundreds of thousands of dollars annually all while adding several thousand additional hours of bus service hours within the City annually. As such, this project clearly seeks to benefit not only the taxpayers, but those who rely on public transportation within the City annually.

Performance Measures

Q_5561

Describe the performance measures applied to monitor the cost and effectiveness of service delivery over time.

(This question is associated with your answer selection in question: Q 5322)

Locked.

Upon the completion of the Dutchess County Bus Service Expansion, the County of Dutchess will work to monitor program results Rider satisfaction survey. The County will utilize the services of the consultant planner who will be retained to assist with the completion of updating the 2013 feasibility study as well as staff the County Transit Administrator to measure the performance related to this project. As a part of this monitoring and observation process, the County is proposing to complete two initial performance measurements as a part of this process that include a technical review as well as a rider satisfaction review.

The technical review will look to study the efficiency of the service in terms in financial cost and operational efficiency. Several particular measurable that the County will seek to obtain data for include:

1. Total ridership per route.
2. Total vehicle miles
3. Total vehicle operating hours.
4. Total vehicle revenue hours.
5. Cost per passenger.

This data will be collected for each of the expanded in-City routes to be established as a part of the new service being provided by the County. The goal of this review is to determine what routes are being utilized the most, how much strain is being placed on the current fleet and are the costs of operations in line with ensuring that the County will be able to generate sustained long term revenue by operating all expanded in-City routes in their current fashion. By obtaining this data, the County will be able to make any necessary modifications to service to better accommodate demand and other related needs. All results generated as a result of this performance measurement will be tabulated by the planner responsible for overseeing this process and included within the updated 2013 study as well as all other relevant technical documents.

In addition to the technical review, the County will also look to complete a rider satisfaction review. These reviews will be conducted by the County in partnership with the Poughkeepsie Dutchess County Transit Council (PDCTC). The County will prepare a formal survey and advertise the need to obtain comment by the public relative to the new public bus services being provided by the County. Questions to be posed to the public in this survey will include, but not be limited to:

1. How do you like the new bus service being provided by the County?
2. What do you not like about the new bus service being provided by the County?
3. What services that were previously provided through the City bus system do you feel should possibly be reinstated into the new County bus system?
4. Do you feel the bus schedule is conducive to meeting your daily needs?

These surveys will be provided to members of the public at a regularly scheduled meeting of the PDCTC. The survey responses will then be provided to the planner responsible for overseeing the performance measurement so they can be tabulated and included within the updated 2013 study and other associated relevant technical documents.

The County of Dutchess intends to measure performance of this project following the startup of the new County operated bus service. All data provided will seek to provide the County with a 3-month as well as a 6-month measurement of performance. Following the receipt of each of these measurements, the County administration in partnership with County transit staff will work to develop viable solutions to any issues that may present themselves within the findings. Following the completion of this initial performance measurement period, the County Transit Administration as well as other transit staff will work on an annual basis to continue to track data relevant to the service so that it may continue to operate in an effective and efficient manner.

Operational Impacts

Q_5562

Explain how the project will improve the efficiency of the local government processes associated with

the impacted services.

(This question is associated with your answer selection in question: Q_5322)

Locked.

The Dutchess County Bus Service Expansion will help to improve the efficiency of local government processes associated with the public bus related services to be offered within the City. With the addition of expanded in-City routes within the City and the County assuming the role as the sole public transportation provider, Dutchess County would solely become responsible for ensuring the continuing operations of service to existing customers as well as be a lead proponent of identifying new market opportunities for the service.

The operation of the City bus system, as it stands, requires a great deal of manpower and resources. At this time, the City currently employs 11 staff members as a part of its bus service programs (9.5 FTE bus operators, 1 FTE mechanic, 0.3 FTE maintenance supervisor and 0.2 FTE administrative clerk). Another major factor under this program is that the bus program requires the assistance of other supporting City services and functions such as payroll, taxes, finance, and the department of public works. The involvement of these other Departments results in an additional \$116,000 of salaries and expenses that the City must incur to support the program. In addition to staffing, under its current service transportation service model, the City is required to operate six buses at one time in order to be operating at maximum efficiency and servicing all routes on a day-to-day basis.

Although this is the case at this time, the project partners are proposing to change the situation from having more than one service provider within the same jurisdiction to a single provider. As such this consolidation will offer economies of scale with regard to the administration and management of the services. Based upon the findings from the feasibility study completed, the County will only require a total of 10 FTE employees to operate the City bus program reducing the total workforce necessary to implement the proposed project. In addition, the County has identified that the \$116,000 in salaries and expenses that the City must currently add on for administrative expenses will not be present once the County takes over as it will be able to absorb these responsibilities through its existing transit administration staff. Finally, the City has identified that it will be able to service expanded in-City routes at maximum efficiency by utilizing only four buses at one time, a reduction from the six buses the City requires.

In addition to operational and administrative costs, the proposed project will have a positive impact from a consumer perspective. As the sole provider of services within the City, the County will be able to simplify various aspects of the service such as fare structure and fare payment, elimination of competing routes, streamline route structure, provision of consistent information with regard to brand and service identify, and a single point of access for information. Each of these customer related aspects will certainly add a significant amount of intrinsic value to the new service and will ultimately provide the opportunity to attract new riders and access new markets. In doing so, the County will not only be able to tap into the revenues generated by those riders who previously utilized the City bus service, but also incentivize those who do not utilize the service to start doing so.

The outlined information provides a clear demonstration that the consolidation of these services will have a profound impact on the ability of the City to save financial and operation resources, while also allowing for the County to provide increased streamlined services and generate new revenue. As such, the proposed improvements will have a positive impact on streamlining the public bus transit services within the City.

Service Delivery Impacts

Q_5563

Explain how the project will affect the delivery of services to the public.

(This question is associated with your answer selection in question: Q_5322)

Locked.

The completion of the Dutchess County Bus Service Expansion will have an extremely positive impact on the delivery of public bus transportation services to the residents of the City of Poughkeepsie. At this present time, the City of Poughkeepsie operates six routes throughout the City. The service currently provided by the City is beneficial; however, there are many identified flaws that include:

- City routes operate Monday through Friday during normal business hours (typically 8:00 AM – 6:00 PM) with no extended hourly service.
- Only the Main Street, Northside, Southside, and Galleria Routes operate on Saturdays; however there is no extended hourly service with all service on these lines ending at approximately 3 PM.

- Riders must pay fares that vary from the County Transit system.
- Riders are not offered options to purchase discounted commuter passes.

By implementing the proposed Dutchess County Bus Service Expansion, the County will be able to offer improved services to its riders. These improvements include:

- Offer service Monday through Saturday on expanded in-City routes.
- Provide 15 hours of service (7:00 AM – 10:00 PM) every day on all routes.
- Have one set of ridership fare options for all bus service offered within the City.
- Offer riders opportunity to purchase commuter pass (\$42 per month) or unlimited ride pass (\$65 per month).

By implementing these measures, the County will not only help to streamline the ridership process, but also provide more competitive travel rates based upon customer needs as well as increase the total bus service offered by roughly 4,000 hours on an annual basis. As such, residents of Poughkeepsie will be provided with an increase in the quality of service delivered once this project has been completed.

Project Readiness and Sustainability

Q_5565

Describe the mechanism/process that the local governments will undertake to institutionalize the organizational and/or service delivery changes produced by the project. Describe how the applicants are prepared to work together to complete the project.

(This question is associated with your answer selection in question: [Q_5322](#))

Locked.

The City of Poughkeepsie as well as the County of Dutchess have completed the necessary due diligence with respect to the Dutchess County Bus Service Expansion. This can be demonstrated relative to the completion of the feasibility study relative to this project. The priorities and recommendations highlighted within these plans have provided a roadmap for how both parties will need to move forward in order to implement an efficient and effective transition from a two party bus service provider to a single party bus service provider.

This grant application and obtaining of funding through the LGE program is the next step in the process for both parties with respect to implementing the consolidation of services. The total funding being required to consolidate the services is approximately \$367,500. This funding will be utilized for a variety of aspects of this project, with a large portion being related to legal and other inter-local agreements. This legal process will occur throughout the entirety of the project period. The legal and inter-municipal agreements to be completed will include, but not be limited to:

- Establishing transfer of assets to the County from the City (i.e. buses, service support vehicles, mobile terminals, etc.)
- Establishing City liabilities associated with the Federal Transit Administration (FTA) and State funded non-vehicle equipment and property.
- Establishing the City responsibilities for maintenance of the Market Street Bus Hub.
- Establish transfer of existing Federal and State Aid from City to County.
- Establish future Federal and State Aid provision for County only.

In addition to the proposed legal costs and those associated with developing inter-municipal agreements, the City and County will utilize funding for all other costs associated with implementation of this consolidation that include:

- Update of statistical/operational information for City of Poughkeepsie Bus System from 2013 study.
- Development of new bus service schedule and conduct necessary public marketing and outreach relative to new service.
- Necessary upgrades and retrofits to existing City buses as well as training of bus operators.

- Testing of new bus service to ensure effectiveness and efficiency.

Upon completion of the implementation phase of this project, the County will have assumed all responsibility for County bus services within the City. Based upon the cost estimates developed for this project, the total cost of maintaining operation of the expanded in-City routes annually is \$383,342. This annual cost will be born only by the County of Dutchess and will be financed through a variety of financial sources Federal FTA funding as well as State Transit funding and fare box revenue.

The sources and availability of long term financing for this project have already been identified and will be available. In addition, with the creation of a single provider system, the County will be able to attract new ridership which will create additional revenue that in turn will help to continue to increase the financial capacity of the County to provide a high quality service within the City. As such, the ability to sustain the new bus service to be offered within the City is established and no further questions remain relative to the financial and/or operational feasibility of this project.

Public Engagement

Q_5567

Describe the approach and process that will be followed to ensure ongoing public participation and stakeholder engagement during project development and implementation.

(This question is associated with your answer selection in question: [Q_5322](#))

Locked.

The project partners are committed to ensuring that the public is actively engaged in the implementation phase of the Dutchess County Bus Service Expansion. This public participation is crucial to ensure that we are able to have open discourse relative the changes that will be occurring and how those changes will positively impact those who reside and/or work within the City.

The project partners have seen firsthand how impactful public participation can be as it relates to reviewing City services. During the course of the preparation of the initial feasibility studies supporting this project, a number of interviews and small group meetings were held with stakeholders in order to provide input. The interviews discussed the effectiveness of current transportation services and what opportunities were available (short term and long term), for enhanced connections to the public transportation system. In addition, those interviewed offered their perspectives on what aspects of the bus system should be continued and whether it was feasible to expand the Dutchess County bus system's service area to provide service in the City of Poughkeepsie.

The stakeholder interviews outlined above took place in November-December 2012. The following agencies and small groups made up the list of stakeholders for this process: Culinary Institute of America (CIA), Dutchess Community College, Dutchess County Office for the Aging, Interfaith Housing Complex, Maplewood Housing Complex, Marist College, Metro North Railroad, Poughkeepsie Housing Authority, Poughkeepsie School District, Taconic Resources and Vassar College. By completing this public participation process, the project partners were able to obtain valuable information relative to the status of existing services, various gaps and needs as well as opportunities that could help improve the overall service.

At this time, the project partners have already completed a financial and operational analysis of the City bus system and a service performance review of the County Transit System in comparison with the City Bus System. These studies and reviews helped to generate a series of priorities and recommendations as it relates to the potential consolidation of busing services. Since the priorities and recommendations have already been developed, the project partners wish to move forward with implementing them. With that being said, the project partners would like to solicit public comment relative to the proposed recommendations to be implemented. In addition, the projected partners also wish to solicit input from residents and other stakeholders relative to the proposed timetables and schedules to be developed for the expanded County routes. The County Transit Administrator in coordination with City officials will commit to hosting public stakeholder sessions relative to this schedule planning. During this time, these officials will discuss the proposed changes and how they will benefit community stakeholders. In addition comments will be able to be provided by the public relative to how they feel the new schedule should look. These comments will be considered and some may be incorporated as the County prepares a final service schedule for the new service. In addition, members of the public will have the opportunity, following the start of bus service operations, to voice their questions, comments and/or concerns during any of the regularly scheduled City Common Council and County Legislature meetings in 2017 and beyond. These questions, comments and concerns will all be taken into consideration by the respective governing bodies and will be passed along to the respective parties within each organization for appropriate action.

Planning Questions

Potential Tax Levy Impact

Operational Impacts

Service Delivery Impacts

Project/Partner Readiness

Public Engagement

Cost Determination

Q_5550 Explain how all budget and costs were determined.

Locked.

The project budget for the Dutchess County Bus Service Expansion was developed by County and City officials with the assistance of outside consultants. In 2013 Wendel a 220+ employee architectural, engineering and planning firm, located in Amherst, NY, was contracted to assist with the preparation of a feasibility study for the absorption of the Poughkeepsie City Bus System by the Dutchess County Public Transit system. Upon completion of its operational and financial review, the firm prepared a series of priorities and recommendations for how the project partners should look to move forward to ensure that this consolidation of public transit services could occur.

The recommendations made by Wendel provided both the City and County government with a working roadmap for how both parties would need to move forward to ensure that this project was financially beneficial for all involved. These recommendations were focused around a variety of actions including the transfer of various City assets to the County, the repair/refurbishment of existing vehicles/equipment, the need to hire and train new staff as well as develop a new transit route/schedule and appropriately market the new services to be provided. As such, the County Budget Office as well as the City Finance Department worked jointly to identify key costs and foreseeable expenditures that this project would present once the County began moving forward with the absorption of the City services.

The project budget was developed in consortium with officials from both the City and the County. The County budget related development efforts were led by Ms. Jessica White. Ms. White is the Budget Director for the County of Dutchess. Ms. White began her career within the Dutchess County in 2000 as a Research Analyst and held various other titles within the County before being appointed to lead the Budget Office in 2015. Ms. White holds a Bachelor of Science degree from SUNY Oneonta with a dual major in Accounting and Economics, as well as a Master of in Public Administration from Marist College. Ms. White is responsible for the preparation, implementation and administration of the \$456 million county operating budget as well as for the formulation of major financial and fiscal policies under the general direction of the County Executive.

The City budget related development efforts were led by Mr. William Brady. Mr. Brady is the Commissioner of Finance for the City of Poughkeepsie and has held this position since 2013. Prior to being appointed to this position, Mr. Brady spent 25 years of in the private sector and 12 years in local government working with municipalities throughout the State in various financial management capacities. In his role, Mr. Brady is directly responsible for the administration City's \$70 million dollar operating budget as well as the preparation of its long-term capital plan.

Ms. White and Mr. Brady, as well as members of their respective staffs, have worked together in a joint fashion to help craft the budget for the proposed project. Ms. White and Mr. Brady have been intimately involved in the planning phase of this project and have done the due diligence necessary to ensure that the project partners are moving ahead with a project that has a sound and fiscally appropriate budget. In addition, both individuals bring several decades worth of government related financial expertise to this project and are responsible for the management of over \$526 million in taxpayer monies annually, through which the County and City bus services are currently financed. As such, the project budget being presented within this grant applicant should be deemed sufficient and all costs appropriate.

Budget Detail

Q_5551

Explain how the budget & work plan include adequate detail for all project components.

Locked.

As a result of these findings and recommendations as well as the due diligence of the County Budget Office and the City Finance Department, the project partners have developed a budget that should provide funding to finance all of the major aspects of the absorption of the City bus system by the County Transit system. The proposed project focuses specifically around 5 core activities that the County and City will need to complete in order to transfer services and operations from the City to the County. These core activities as well as associated costs and description of services are outlined below:

1. Legal Costs (\$15,000): The legal costs which have been identified by the project partners are to ensure that funding is available so that attorneys and other legal professionals can be retained in order to develop and any necessary contracts and/or interlocal agreements between the two partners. The attorneys for both the City and the County will work together to craft an agreement to transfer assets, make assurances, follow Federal Transit Administration and New York State Department of Transportation rules and regulations for the termination of City Bus service, and expansion of County service in the City of Poughkeepsie. All grant funding will cover the cost of time and service for in house counsel's to prepare these agreements.
2. Update Technical Documents (\$57,500): The needs related to updating technical documents that have been identified by the project partners is to ensure that the County and City are provided with an up to date set of technical and operational figures for the proposed project. As previously noted, the County and City through the Poughkeepsie Dutchess County Transportation Council commissioned a feasibility study in 2012-2013 to determine the feasibility of completing this project. As such, now that we are moving into the implementation phase of this project, we want to ensure that this plan can be representative of the current state of both programs. As such, the project partners through the Poughkeepsie Dutchess Transportation Council will solicit an RFP for planning services related to updating this plan. The consultant will review current operational and financial data and utilize this information to update the existing plans. The consultant will also be present during the public sessions relative to discussing the role out of the new service to record public comments and assist with describing the findings within the plan and why they support both parties moving forward with the project. All grant funding will be utilized for the development of an RFP for services as well as for the payment of consultant fees in preparing this updated study.
3. Develop Timetables and Schedules / Public Outreach / Marketing (\$75,000): The costs identified are related to the development of a timetable for implementation of the new service, development of new service schedules as well as public outreach and marketing related to the new service to be provided. The County Transit Administrator and City officials will work together to develop an expanded version of the current City of Poughkeepsie schedules for all expanded in-City routes. These expanded schedules will be distributed through public meetings and effectively communicated to the public. Comments will be heard on these new schedules from the public during these workshops to ensure all related concerns are addressed. Final approved schedules will be marketed beginning 30 days before the service begins. The new County routes will be put into the scheduling software so that the mobile data terminals on the buses will display new routes and route information. All funding will be utilized specifically for staff costs necessary for development of new service schedules. In addition, funding will also be utilized for community outreach and marketing to ensure the public is aware of all new changes.
4. Equipment Preparation and Service Continuity (\$175,000): The equipment preparation costs that have been identified by the project partners are to ensure that funding is available so that the infrastructure is in place in order to provide public bus services. Upon the transfer of equipment from the City to the County, the County will be charged with preparing all necessary equipment for service. As a part of its transfer of assets, the County will receive a total of six heavy duty buses and one supervisor/service support vehicle from the City. These vehicles will be utilized to provide the new County Transit service once operational. Before this can occur, the vehicles will need to be sent to a County contractor for repair of anybody damage and/or mechanical issues. This is essential to ensure that all vehicles can pass DOT inspection. In addition to repairs, the vehicles will then have to be re-branded to match the Dutchess County Fleet. Compatible farebox, radio, camera, and mobile data terminals will be added. As such these costs are considered to be essential so that all equipment meets necessary standards and will be able to be assimilated into the County fleet. In addition to this while these buses are out of service, the project partners will need to provide support bus service so that regular bus operations can continue until the City's buses are ready for use by the County. During this time, the County will pick up operation of the bus service and assign bus operators to service the City's routes. In addition, the City will need to have one of its drivers ride along with the County drivers on their routes to train them on the various routes within the City system. All grant funding will be utilized specifically for vehicle repair and refurbishment as well as for salary, fringe benefits and administrative necessary to cover the cost of operating bus service while

the other vehicles are being readied for inclusion in the County Fleet.

5. Test Service (\$45,000): The costs identified as it relates to the testing of service will be to ensure that the new County bus service to be provided is operating in an effective and efficient manner following the roll-out of the service. Proposed Bus routes will be run at all service times to determine timing, service miles, etc. Because this new service would be expanded (from 8 hours of service to 15 hours of service 6 days per week), the timing and shifts need to be tested for statistical and operating efficiency. A third party management company will be retained by the County in order to help move this process forward. This company will be responsible for riding along on each route and keeping records of data relevant to the City being able to make informed decisions about how proposed routes need to be modified (i.e. need move schedule back an hour due to maximum demand during morning commute, need to move schedule up an hour due to maximum demand during evening rush hour, need to move schedule up three hour to deal with demands of nightlife crowds, etc. Funding will be utilized specifically for the salary and fringe benefits of bus operators to operate these test vehicles during the test period as well as for a management company to manage the results of the test period and make any recommendations for modification.

The outlined information provides sufficient detail highlighting that all costs listed within the budget are sufficiently support all components of this project. Without any one or more of these project components as well as the funding requested for each, this project would not be able to be completed in an efficient and effective manner.

Expense Eligibility

Q_5552

Explain why the budget is cost effective for each component of the work plan.

Locked.

The proposed budget for the Dutchess County Bus Service Expansion is considered to be extremely cost effective for the purposes of this project. The reason for this is because of the financial implications of any alternatives would make this project practically and/or financially unfeasible. A breakdown and justification of as to why the potential alternatives are not practically and/or financially feasible is as follows:

1. Legal (\$15,000): The City and County intend to utilize the services of their in-house counsel to complete the necessary interlocal and contractual agreements related to the transfer of service from the City to the County. The attorneys who work within the City and County Legal Departments deal day in and day out with Poughkeepsie and Dutchess County affairs. As such, they are keenly aware of this project, the departments it impacts as well as the respective costs associated with this project. This funding being requested is merely to support the County and City for the time their staff will dedicate to this project. The only alternative to this proposed method would be to hire outside counsel. In this scenario, the City and County would have to file a joint RFP for legal services which would take time and additional resources. In addition, the City and County would most likely need to incur extraordinarily high hourly billable rates for representation by the firm selected, which would have a negative financial impact. Finally, the outside counsel, no matter who it was, would be unfamiliar with the intimate details of the project as it stands and as less would have less institutional knowledge about the project requiring additional time for review and more attorney fees. As such, the alternative to this project neither practical or financially feasible.
2. Update Technical Documents (\$57,500): The City and County intend to utilize the services of outside planners to assist with the updating of the 2013 feasibility study and other technical documents associated with this project. The City and County planning departments do not currently have the staffing capacity to take on this project at this time, nor does either department employ the particular planning professionals that would be required to update the said plans and technical documents. As such, the City and County will file a joint RFP for planning services so that a qualified firm with the staffing and technical capacity necessary to complete this task in an effective and efficient manner. As such, any alternatives to this project are neither practical or financially feasible.
3. Develop Timetables and Schedules / Public Outreach / Marketing (\$75,000): The City and County intend to utilize the services of the Poughkeepsie Dutchess County Transportation Council (PDCTC) as well as that of a Transit Administrator to develop the necessary timetables and schedules for the routes as well as conduct public outreach and marketing activities. All proposed activities will be completed by in house staff employed by the PDCTC as well as the Transit Administrator for the County. Grant funding will be utilized solely for salary and fringe benefits of PDCTC staff as well as the transit coordinator to handle development of schedules and project timetables as well as for that of the Transit Coordinator in order to schedule necessary public meetings, presentations, etc. In addition, both parties will collectively utilize a portion of grant funding for marketing related efforts via radio, local TV and newspaper. The only true alternative to this proposed project element would be to outsource all necessary work to outside consultants. The County would need to develop an RFP for

professional transportation planning services to complete the proposed new service schedules as well as implementation timetable. This would prove to be problematic as it would require the consultant to revisit and review the existing feasibility study as well as develop a firm understanding of the existing service schedules and how they operate. The current staff at the PDCTC as well as the County Transit Administrator are well versed in the City and County transit services as well as the feasibility study completed and possess the institutional knowledge necessary to complete this phase of the project in house. In addition to the service schedules and timetables, the only alternative to the marketing plan for this project would be to outsource the marketing related services to a private consultant. This again would require the County to develop an RFP and solicit proposals from firms as well as have a firm hired who has no real institutional knowledge of the project and needs of the County. It is estimated that if the County were to outsource these two project components to private firms, the cost of completing these tasks would double. As such, the alternative to this project component is neither fiscally and/or practically feasible.

4. Equipment Preparation and Service Continuity (\$175,000): The City and County intend to utilize this grant funding to repair and refurbish the existing City buses that will eventually be incorporated into the County fleet as well as to ensure that bus operation can continue within the City while the existing buses are being refurbished and repaired. All buses will be sent out to outside County contractors to be repaired and refurbished up to DOT standards. In addition, the County will supplement the existing City buses and drivers so that operations can continue. This activity will also double as training for these drivers so they are ready to operate the routes once the existing City buses are ready for service. The primary alternative to repairing and refurbishing the existing City buses would be to purchase entirely new heavy duty buses. The cost of each of these vehicles with all necessary modifications can range anywhere from \$300,000 to \$500,000. As such, if the county needed to go out and purchase all new vehicles, we would be looking at a cost between \$1.8 million and \$3 million, which is inconceivable for the purposes of this project. In addition the only alternative to utilizing County vehicles and vehicle operators would be to hire an outside bus company to provide daily service. This may be a more feasible option if the refurbishments and repairs of buses would only take 1 to 2 weeks; however, it is anticipated that these buses will need to be taken out of service for up to three months. As such the cost of hiring a private bus company to provide the continue services would cost upwards of several hundred thousand dollars. As such, the alternative to this project component is neither fiscally and/or practically feasible.
5. Test Service (\$45,000): The City and County intend to utilize grant funding to test the new bus service once the vehicles are ready and all drivers have been trained. Funding will be utilized to offset costs of bus supervisor and bus operator salaries and fringe benefits as they complete the service period. In addition, the County will hire an outside management company to oversee the role out and logistics of the new service in its initial phases. The County or City cannot identify any practical and/or fiscally feasible alternative to completing this project component. As such, there are no other alternatives to this component of this project.

In review of the aforementioned alternatives analysis's, it can be determined the the activities, which funding is being requested would be an efficient and cost effective use of grant funds.

Budget Relationship to Work Plan

Q_5553

Explain how the budget supports all work plan components and does not contain extraneous components.

Locked.

The proposed budget being proposed for the implementation of the Dutchess County Bus Service Expansion is considered to be fiscally sound and does not contain extraneous components. The County Budget Office in coordination with the County Finance Department have worked diligently to identify all necessary personnel, equipment, consultant and other costs necessary to complete this project. In addition, these groups have also worked to ensure that the calculated costs being presented were thoroughly vetted to ensure there were no overlapping costs and/or redundancies. In order to further exemplify this, outlined below, please find a breakdown of all costs being supported through this grant.

1. Legal (\$15,000): The budget item reflects the costs necessary to have the appropriate legal oversight of the development and execution of all legal and interlocal agreements (hourly rate of x 1 City Attorney & 1 County Attorney, plus benefits for approximately six two-hour meetings; plus research time; plus drafting of legal documents).
2. Update Technical Documents (\$57,500): This budget item reflects the PDCTC staff to prepare an RFP (the RFP was estimated at \$2,500 based upon the time needed to do the same work in 2012/2013 for previous study) as well as the anticipated cost for a consultant to update the 2013 study and associated technical documents (the previous consulting study was completed for

\$55,000 and it is anticipated that it will cost no less to complete the current study).

3. Develop Timetables and Schedules/Public Outreach/Marketing (\$75,000): The budget item reflects the PDCTC technical staff time for the development of the service schedule as well as the timetable for implementation (technical staff time \$75 per hour including benefits X 8 Routes X 80 hours per route for input of new schedules= \$48,000). In addition, the budget factors in a lump sum amount of \$25,000 for necessary advertising of the new service on radio, in newspapers, on local TV, in posters, print ads, etc. in order to help promote the new service and ensure people are aware of workshops being held and public comment opportunities. Finally, the project budget also factors in the cost for the Transit Administrator time to schedule public meetings, prepare presentations, etc. (31 hours @ \$65.38 per hour with benefits X 30 hours = \$2,000).
4. Equipment Preparation and Service Continuity (\$175,000) The budget item reflects vehicle rehabilitation costs in anticipation of transfer including costs for vehicle damages, mechanical, branding, radios, farebox, cameras, MDT, etc. (8 buses X \$11,000 for branding = \$88,000; 8 buses x \$500 for farebox upgrades to DC system = \$4,000; 8 buses x \$3,700 per bus for camera systems = \$29,600, radios = 8 buses X \$87.50 per month X 12 months = \$8400; 8 buses x \$1,250 per bus for damages, registration, insurance, etc. = \$10,000). In addition, the budget factors in the cost necessary for County bus operators as well as buses to service the City routes while the other buses are undergoing repair and refurbishment (administrative costs for scheduling and processing repairs (business specialist @ \$40 per hour with benefits to amend contract with vendor X 4 hours = \$160; maintenance administrative assistant @ \$30 per hour with benefits to schedule repairs and transport of buses to vendor for rehab work X 8 buses X 2 hours per bus = \$480; bus supervisor salaries and benefits @\$30 per hour with benefits for scheduling and supervision X 6 weeks X 5 days per week X 8 hours per day X 0.1 = \$720; Bus operator X \$35.00 per hour salary plus benefits for route coverage and training 8 hours per route X 4 Routes X 5 days X 6 weeks = \$33,600) Operating costs (maintenance, etc. for one bus to replace a City bus being rehabilitated \$40+/-) City would provide fuel).
5. Test Service (\$45,000): This budget item reflects the cost for testing the new bus service once the County is ready for full operation (62 Bus operators X 4 Routes X \$35.00 per hour salary plus benefits for training four hours per route = \$34,720) Operating costs (maintenance, etc. for one bus to replace a City bus being rehabilitated \$280+/-). In addition, this budget item reflects the cost necessary to hire a management consultant necessary to ensure that the roll out of the new service is smooth (general manager oversight, including management of schedule changes, staff hiring, background checks, 16 hours per week X 12 weeks X \$52 per hour with benefits.).

The aforementioned financial information and cost calculations demonstrate that all grant funding being requested will be allocated appropriately towards all necessary costs associated with completing this project and there are no extraneous costs or activities associated with this project.

Smart Growth

Smart Growth Questions:The NYS Smart Growth Public Infrastructure Policy Act requires that a project meet the relevant smart growth criterion to the extent practicable. Please respond to the questions below regarding smart growth criteria.

Q_1059

Does the proposed project use, maintain, or improve existing infrastructure? Y/N/Not Relevant. Please explain all responses.

Locked.

The Dutchess County Bus Service Expansion will seek to improve existing infrastructure. As a part of this project, the County is proposing to absorb the City bus service so that there is single provider of public bus transit within the City. In addition, the County intends to implement expanded in-City routes that will take the place of the existing City routes. By completing this absorption, both the City and the County seek to benefit. The City and its residents will benefit from this project in a variety of ways that include a reduction in municipally tax funded service(eliminate roughly \$1.4 million per year from budget once bus service is eliminated as well as \$400,000 - \$600,000 in additional costs that have been incurred annually that were not budgeted for), an increase in daily transit schedules (increase in daily schedules from 9 hours per day to 15 hours per day), as well as only needing to rely on a single provider (streamline of service, single set of rider fees and access to monthly ridership passes). The County seeks to benefit from this as the proposed project will allow for the County Public Transit System to eliminate former competition with the City bus system making it the sole provider of service. In addition, the County will seek to rebrand and streamline the service in order to attract more ridership annually, which will result in more revenue. As such, by completing this project, there will be an improvement to existing

public infrastructure.

In addition to improving existing infrastructure, the Dutchess County Bus Service Expansion will assist with maintaining existing infrastructure. A large component of the implementation of this project is the transfer of assets from the City of Poughkeepsie to the County of Dutchess so that the County has the means necessary to continue providing necessary services. Through this process, the City will transfer over all of its heavy duty buses and support vehicles to the County so that they can be repaired and refurbished to meet DOT standards and incorporated into the County Fleet. In addition to this, the City will also transfer over all of its rights to annual state and federal transit aid to the County so that the County can utilize the funding to support the new transit program annually. Finally, the City intends to transfer over usage rights of the local roads within the community to the County so that the buses can utilize these roadways for drop off, pickup, etc. once the program is underway. As such, by completing this project, there will be continued use and maintenance of existing infrastructure.

Q_1060 Is the proposed project located in a municipal center? Y/N/Not Relevant. Please explain all responses.

Locked.

The Dutchess County Bus Service Expansion is located within a municipal center. The County of Dutchess, through this implementation project, will absorb the existing City of Poughkeepsie bus system, becoming the sole provider of public bus transportation within the City of Poughkeepsie. The City of Poughkeepsie is home to approximately 32,726 residents making it the most populous municipality in Dutchess County. In addition, the City currently serves as the County governmental seat for the County of Dutchess.

The City of Poughkeepsie can best be described as a large bustling urban center. The core downtown area is composed primarily of retail amenities including small shops, boutique stores and eateries, which are complemented by several corporate mid-rise buildings and parking garages. These amenities are complemented by several key anchor facilities located within this City that include the Dutchess County Administration Building, Mid-Hudson Civic Center, the Poughkeepsie Grand Hotel, Market Street Bus Hub, Poughkeepsie Train Station, Dutchess County Community College and Victor Wayras Park along the Hudson River.

The City of Poughkeepsie is currently classified as a member of the New York State Local Waterfront Revitalization Program and has been since 1999. In addition, the City in partnership with the MTA Metro North Railroad with exploring transit oriented development along the Hudson River waterfront within the area surrounding the Poughkeepsie train station. The aforementioned information provides a clear demonstration of the City's place as a municipal center with Mid-Hudson Region.

Q_1061 Is the proposed project located in a developed area or an area designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan? Y/N/Not Relevant. Please explain all responses.

Locked.

The Dutchess County Bus Service Expansion will be completed within a developed area as well as areas deemed in need of development. The City of Poughkeepsie is currently classified as a member of the New York State Local Waterfront Revitalization Program and has been since 1999. In addition, in 2010, the City in partnership with the MTA Metro North Railroad began exploring transit oriented development along the Hudson River waterfront within the area surrounding the Poughkeepsie train station. Since then, several residential and retail improvements have been completed along the River, with one example being the Waterfront Club Luxury Living site. In addition with several institutions of higher education, government offices and other amenities located within the City, there is definitive room for continued development and economic revitalization within the City.

Q_1062 Will the proposed project protect, preserve and enhance the State's resources, including agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archeological resources? Y/N/Not Relevant. Please explain all responses.

Locked.

This question is not relevant to the overall scope of the Dutchess County Bus Service Expansion. The proposed project being presented by the project partners involves the County directly acquiring and taking over the services currently provided by the City of Poughkeepsie. As such, the overall goal of this project is to improve public busing services within the City of Poughkeepsie. The proposed project does not have any elements within its scope of work that seek to improve the state's natural resources and/or environment. It is for this reason that the proposed project does not have any elements that seek to, preserve and enhance the State's resources, including

agricultural land, forests, surface and groundwater, air quality, recreation and open space, scenic areas, and significant historic and archeological resources. The net environmental impact of this service expansion is expected to be a reduction in single-occupant vehicles, and less pollution in the City of Poughkeepsie.

Q_1063

Will the proposed project foster mixed land uses and compact development, downtown revitalization, Brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial development and the integration of all income and age groups? Y/N/Not Relevant. Please explain all responses.

Locked.

The Dutchess County Bus Service Expansion will help to foster mixed use compact development, downtown revitalization and help to enhance the quality of the City itself. Over the past several years, the City and County have focused a great deal of efforts on waterfront revitalization along the Hudson River. The primary focus of these revitalization efforts has been to take advantage of the access to the waterfront; however, it was also to help compliment the Metro North Railroad which runs adjacent to. On this railroad is the Poughkeepsie train station which provides residents and others alike with non-stop access to Grand Central Terminal in New York City. As such, the City and County have focused on transit oriented development efforts within this area by working to bring in new retail and residential development to help catalyze and drive further development within the City as a whole.

Although the Poughkeepsie train station is an important piece of transportation infrastructure within the community, the City also provides public bus service via the Market Street Transit Hub. This facility is ground zero for the existing City bus service and will continue to serve as the central location for the service even after the County takes it over. In addition, the City recently invested a great deal of capital funding to upgrading this facility so that it could continue to service the City bus system for years to come. This hub does not serve the same role as the Poughkeepsie Train Station does in bringing commuters into New York City; however, individuals who reside and/or work in the City do utilize this service regularly to get to and from their homes, work, or other local destinations.

It is for this reason, that the County believes that this transit hub could be the center of the next major transit oriented development effort within the City. With projects along the water near the train station currently underway, the ability to have a great deal of retail and residential development around the bus hub would play a critical role in helping to tie the entire downtown area together. The County will work diligently with the City the MTA, the PDCTC and other regional partners for years to come to ensure that this can become a reality.

Q_1064

Will the proposed project provide mobility through transportation choices including improved public transportation and reduced automobile dependency? Y/N/Not Relevant. Please explain all responses.

Locked.

The Dutchess County Bus Expansion Program will greatly assist with increasing mobility through transportation choices. One of the major factors in ensuring that the City of Poughkeepsie is able to thrive and become a 21st Century city will rely heavily on the ability to accommodate and provide various forms of transportation to all residents. Whether it be via bus, train, bike or by foot a City is only as attractive as it is accessible.

The absorption of the City bus system by the County will seek to not only ensure residents and those who work within the City have viable access to public bus service, but will actually increase the amount of access they will have to it. As previously noted, the City currently provides service Monday through Friday during normal business hours (typically 8:00 AM – 6:00 PM) with no extended hourly service. In addition, the City system only provides service on three of the six routes on Saturdays all of which end at 3 PM. By completing this project, the City will offer an increased schedule. All routes will operate Monday – Saturday and will run for 15 hours per day. By doing so, it is anticipated that there will be and 4,000 increase in annual service hours within the City.

By offering these extended services, we believe we will entice those individuals who previously did not utilize City busing due to the limited schedule. An example of this might be an individual who works downtown and normally drives his car to work, because he typically works later than the bus service operates, may now be able to utilize the service since the hours are extended. In addition, a couple who would normally drive downtown for dinner on a Saturday since service currently ends at 3:00 PM may be enticed to take the bus instead knowing that there will be increased hours. These are obviously somewhat hypothetical situations; however, in a City of 32,726 residents even if 5%-10% of residents started using the service annually, the County anticipates that it would see a definitive decrease in automobile traffic.

Q_1065

Will the proposed project involve coordination between state and local government and inter-municipal and regional planning? Y/N/Not Relevant. Please explain all responses.

Locked.

The Dutchess County Bus Service Expansion will require coordination between various state and local transportation agencies. The City and County will be required to interface on a daily basis once the new system is in place. Although the new bus service will be operated, managed and provided solely by the County, the proposed service routes will be on City roads within the jurisdiction of the City of Poughkeepsie. As such, the project partners will need to communicate regularly relative to a variety of topics that range from route modification, service suspension, fare increases, etc.

In addition, with respect to new development and construction within the City, both partners will need to communicate and coordinate planning efforts on a regular basis. All projects being completed within the City whether they be County or City sponsored will need to consider the bus service being provided as an element of the development. Whether it be closure of a road for repaving/construction where a bus route is located, the building of a new residential complex in the downtown area which is parallel to a bus route and/or making improvements in and around key bus stops, the coordination of services is crucial to ensuring the project's success.

In addition to general communication and planning related activities between these two parties, both the County and City Administration will need to work hand in hand with the Poughkeepsie Dutchess County Transportation Council (PDCTC). The PDCTC serves as the designated Metropolitan Planning Organization (MPO) for Dutchess County, responsible for ensuring that federal transportation funds are committed through a locally driven, comprehensive planning process. The PDCTC routinely develops plans relative to transit related improvements within the region. Some examples of these plans include the Metropolitan Transportation Plan (MTP), a Transportation Improvement Program (TIP) and a Unified Planning Work Program. The PDCTC was also responsible for commissioning the feasibility study supporting the Dutchess County Bus Service Expansion that we are requesting funding for through this grant.

As a part of its planning efforts, the PDCTC must have a clear identification of and modifications to all regional transportation services. The absorption of the City service by the County and the creation of several new routes within the City by the County will need to be recognized by the PDCTC so that these changes can be made within existing current plans as well as incorporated into future plans. As such, the communication and planning required between local, county and regional agencies will be extensive during both the implementation and operational phases on this new service.

Q_1066

Will the proposed project involve participation in community based planning and collaboration? Y/N/Not Relevant. Please explain all responses.

Locked.

The project partners do wish to solicit input from residents and other stakeholders as it relates to the Dutchess Bus Service Expansion. The County Transit Administrator in coordination with City officials will commit to hosting public stakeholder sessions relative to the timetables and schedules to be developed for all new routes. During this time, these officials will discuss the proposed changes and how they will benefit community stakeholders. In addition comments will be able to be provided by the public relative to how they feel the new schedule should look. These comments will be considered and some may be incorporated as the County prepares a final service schedule for the new service. In addition, members of the public will have the opportunity, following the start of bus service operations, to voice their questions, comments and/or concerns during any of the regularly scheduled City Common Council and County Legislature meetings in 2017 and beyond. Comments may also be sent to the Poughkeepsie Dutchess County Transportation Council. These questions, comments and concerns will all be taken into consideration by the respective governing bodies and will be passed along to the respective parties within each organization for appropriate action.

Q_1067

Will the proposed project ensure predictability in building and land use codes? Y/N/Not Relevant. Please explain all responses.

Locked.

This question is not relevant to the overall scope of the Dutchess County Bus Service Expansion. The proposed project being presented by the project partners involves the County directly acquiring and taking over the services currently provided by the City of Poughkeepsie. As such, the overall goal of this project is to improve public busing services within the City of Poughkeepsie. The project does not directly involve the construction of any new facilities and will not require conformance with building and/or land use codes. It is for this reason, that the

proposed project does not directly ensure the predictability in building and land use codes.

Q_1068

Will the proposed project promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain its implementation? Y/N/Not Relevant. Please explain all responses.

Locked.

The Dutchess County Bus Service Expansion will have an extremely positive impact and will help to promote sustainability and strengthen the transportation infrastructure to promote and reduce greenhouse gas emissions and protect the environment within the region. Climate change is a real threat to the residents of New York. The New York Department of Environmental Conservation recently commissioned a ClimAID study relative to how the environment has been impacted due to human emissions. According to the study, several key findings were identified that include:

1. Annual average temperatures have been rising in New York for a century. The fastest increase has occurred since 1970, with state average temperatures rising by approximately 2.4° F and winter warming exceeding 4° F.
2. Winter snow cover is decreasing and spring comes (on average) a week or so earlier than it did a few decades ago; in many areas of New York, blooming dates have advanced by as much as 8 days.
3. The ranges of birds that traditionally breed in New York have moved northward by as much as 40 miles in the past two decades.
4. Average nighttime temperatures have risen faster than daytime temperatures and are measurably higher than they were in 1970.
5. Summer heat waves are more intense, with heat-related illness and death projected to increase.
6. Intense precipitation events (heavy downpours) are occurring more often.
7. Sea levels along New York's ocean coast are approximately a foot higher than in 1900.

These statistics paint a real clear picture relative to the status of the State's environmental health. As such, the need for real change with respect to ensuring that government services and projects are being completed in an environmentally friendly is of the utmost importance. The proposed Dutchess County Bus Service Expansion will help to meet this challenge in two ways. First, through this project, the County is reducing the number of bus routes in operation on a daily basis from four to six. As such, there will be fewer public buses operating and/or idling within the City at one time than there previously were when the City was operating its own system. Secondly, the County is expanding the total number of hours buses will operate each day. By doing so, it is the goal of the County to attract new riders, who previously drove within the City due to limited bus schedules. Through these efforts, the County believes it will be doing its part to help take automobiles off the road, which will help to improve the environmental health of the City, County, State and region.

Certification

Q_1038

By entering your name in the box below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

Locked.

Robert Rolison

Net New Jobs

No job answers necessary due to your associated programs.

Qualified Investments

No investment answers necessary due to your associated programs.

Total Project Cost

Total project cost: \$ 367500

Funding Requested from Program

Program	Amount Requested
Local Government Efficiency Program This program is closed; answers cannot be modified.	\$ 330750

Program Budget

Local Government Efficiency Program

This program is closed; these answers cannot be modified.

Use	Source	Amount	Indicate Source / Comments
Salaries and Wages	Local	\$36750	The source of matching funds will be provided by the County and City budgets. This funding meets the mandatory 10% match requirement for this grant program.
Contractual Services	State	\$205000	The source of funds will be the LGE Grant Program.
Salaries and Wages	State	\$125750	The source of funds will be the LGE Grant Program.



Legend

[x] = Expired Program



WORK PLAN

Task 1	Task Name:	Legal
	Anticipated Start Date:	8/1/2016
	Anticipated Completion Date:	11/30/2017
	Deliverable:	Inter-municipal agreements, equipment transfer, etc.
Task Narrative: See Instructions	The attorneys for both municipalities will work together to craft an agreement to transfer assets, make assurances, follow Federal Transit Administration and New York State Department of Transportation rules and regulations for the termination of City Bus service, and expansion of County service in the City of Poughkeepsie.	
BUDGET CATEGORIES:	BUDGET AMOUNT:	DESCRIPTION (include information on what grant funds are requested)
Personal Services, Salary & Fringe	\$ 15,000.00	Estimated Attorney salaries & benefits (The budget reflects an hourly rate X 1 City Attorney & 1 County Attorney, plus benefits for approximately six two-hour meetings; plus research time; plus drafting of legal documents.)
Non Personal Services,		
Contractual Services		
Travel		
Equipment		
Other		
TOTAL	\$ 15,000.00	

Task 2	Task Name:	Update technical documents
	Anticipated Start Date:	9/1/2016
	Anticipated Completion Date:	12/31/2016
	Deliverable:	Updated statistical and operating information City of Poughkeepsie Bus Service within the 2013 feasibility study
Task Narrative: See Instructions	Conduct an RFP for a consultant to update the information in the 2013 Dutchess County Public Transit expansion into the City of Poughkeepsie. The Consultant will present information to the public and host community workshops and develop pros and cons and comparative analysis to be considered by both the City Counsel and the County Legislature.	
BUDGET CATEGORIES:	BUDGET AMOUNT:	DESCRIPTION (include information on what grant funds are requested)
Personal Services, Salary & Fringe	\$ 2,500.00	PDCTC staff to prepare an RFP (staff time to prepare the RFP was estimated at \$2,500 based upon the time needed to do the same work in 2012/2013.)
Non Personal Services,		
Contractual Services	\$ 55,000.00	The previous consulting study was \$55,000. Anticipated that updating and revisions to study will be no less than this amount
Travel		
Equipment		
Other		
TOTAL	\$ 57,500.00	

WORK PLAN

Task 3	Task Name:	Develop Timetables and Schedules / Public Outreach / Marketing	
	Anticipated Start Date:	10/1/2016	
	Anticipated Completion Date:	12/31/2016	
	Deliverable:	Final Schedules for distribution 30 days before start of service	
Task Narrative: See Instructions	<p>TMoDC (County Transit Management company), in concert with County Transit Administrator and City officials will work together to develop an expanded version of the current City of Poughkeepsie schedules for four (4) in-city routes. These expanded schedules will be distributed through public meetings. Comments will be heard and the final schedules will be marketed beginning 30 days before the service begins. Three months after the service begins, the consultant study will come out with recommendations for improvements to the in-City services. The new County Routes will be put into the scheduling software so that the MDT's on the buses will include the new routes. This information will be integrated into the APP for schedules and bus connections.</p>		
BUDGET CATEGORIES:	BUDGET AMOUNT:	DESCRIPTION (include information on what grant funds are requested)	
Personal Services, Salary & Fringe	\$ 75,000.00	<p>PDCTC staff time, technical staff time, logistics, & marketing and transit administrators (technical staff time \$75 per hour including benefits X 8 Routes X 80 hours per route for input of new schedules= \$48,000; \$25,000 for necessary advertising of the new service on radio, in newspapers, on local TV, in posters, print ads, etc.; transit administrator @ \$66.67 per hour with benefits X 30 hours = \$2,000)</p>	
Non Personal Services,			
Contractual Services			
Travel			
Equipment			
Other			
TOTAL	\$ 75,000.00		

Task 4	Task Name:	Equipment Preparation and Service Continuity	
	Anticipated Start Date:	1/1/2017	
	Anticipated Completion Date:	3/31/2017	
	Deliverable:	Bus & Supervisor Vehicles for transfer of assets	
Task Narrative: See Instructions	<p>The buses will go to County contractor for repairs of any body damage and/or mechanical issues in order to pass DOT inspection. The cost of mechanical repairs will largely be eligible to be covered through the City's 5307 Preventive Maintenance funding. Additional repair expenses not covered by 5307 funding, are estimated at \$5,000 per bus. The buses will then be re-branded to match the Dutchess County Fleet. Compatible farebox, radio, camera, and Mobile Data Terminals will be added. The supervisor vehicle(s) will be sent to County contractor for repairs of any body damage and/or mechanical issues. Compatible radio, camera and mobile Data Computers will be added. During this time the the County will provide a bus and operator to replace the bus out of service. The City would provide provide business specialist and maintenance assistants to coordinate the equipment repairs. In addition, City bus supervisors would ride along on County buses to train the County bus operator on the route. This would accomplish two things: bus preparation and training in contemplation of new service.</p>		
BUDGET CATEGORIES:	BUDGET AMOUNT:	DESCRIPTION (include information on what grant funds are requested)	
Personal Services, Salary & Fringe	\$ 35,000.00	<p>Business specialist @ \$40 per hour X 4 hr = \$160; maint. admin. assistant @ \$30 per hr X 8 buses X 2 hr per bus = \$480; bus supervisor @ \$30 per hr X 6 weeks X 5 days per week X 8 hr per day X 0.1 = \$720; Bus operator X 1 Route X \$35.00 per hr X 8 hr per route X 4 Routes X 5 days X 6 weeks = \$33,600; \$1,400 for bus operating costs. City will cover cost of fuel.</p>	
Non Personal Services,			
Contractual Services	\$ 140,000.00	<p>Rehabilitation costs in anticipation of transfer including costs for vehicle damages, mechanical, branding, radios, farebox, cameras, MDT, etc. (8 buses X \$11,000 for branding = \$88,000; 8 buses x \$500 for farebox upgrades to DC system = \$4,000; 8 buses x \$3,700 per bus for camera systems = \$29,600; radios = 8 buses X \$87.50 per month X 12 months = \$8400; 8 buses x \$1,250 per bus for damages, registration, insurance, etc. = \$10,000).</p>	
Travel			
Equipment			
Other			
TOTAL	\$ 175,000.00		

WORK PLAN

Task 5	Task Name:	Test Service
	Anticipated Start Date:	3/1/2017
	Anticipated Completion Date:	3/31/2017
	Deliverable:	Accurate Timetables
Task Narrative: See Instructions	<p>Proposed Bus routes will be run at all service times to determine timing, service miles, etc. Because this new service would be expanded (from 8 hours of service to 15 hours of service 6 days per week), the timing and shifts need to be tested for statistical and operating efficiency. A private management company would be retained to oversee the rollout of the service. The implementation of expanded service will offer a more user friendly service, as it will run more hours Monday through Saturday and connect to more County buses in and out of the City.</p>	
BUDGET CATEGORIES:	BUDGET AMOUNT:	DESCRIPTION (include information on what grant funds are requested)
Personal Services, Salary & Fringe	\$ 35,000.00	Bus operator/supervisor salaries and benefits (62 Bus operators X 4 Routes X \$35.00 per hour salary plus benefits for training four hours per route = \$34,720) Operating costs (maintenance, etc. for one bus to replace a City bus being rehabilitated \$280+/-).
Non Personal Services,		
Contractual Services	\$ 10,000.00	Management Company oversight of entire transition (general ,manager oversight, including management of schedule changes, staff hiring, background checks, 16 hours per week X 12 weeks X \$52 per hour with benefits.).
Travel		
Equipment		
Other		
TOTAL	\$ 45,000.00	

BUDGET CATEGORIES:	TOTAL BUDGET AMOUNT:	Funds Requested	Local Funds	Other Funds
Personal Services, Salary & Fringe	\$ 162,500.00	\$ 125,750.00	\$ 36,750.00	\$ -
Non Personal Services,				
Contractual Services	\$ 205,000.00	\$ 205,000.00	\$ -	\$ -
Travel	\$ -			
Equipment	\$ -			
Other	\$ -			
TOTAL	\$ 367,500.00	\$ 330,750.00	\$ 36,750.00	\$ -

Verification	TOTAL PROJECT COST	LGE GRANT FUNDS REQUESTED	LOCAL SHARE	OTHER FUNDS
	\$ 367,500.00	\$ 330,750.00	\$ 36,750.00	\$ -

7/28/2016

C. Ruiz

Discussion on Resolution No. 2017125 proceeded as follows:

Legislator Tyner spoke regarding bus routes.

Legislator Truitt called point of order.

Chairman Borchert ruled Legislator Tyner out of order.

Legislator Rieser asked that it be on the record that quarterly reviews be conducted of the bus routes.

County Executive Molinaro assured that there would be quarterly reviews and adjustments made if necessary.

Legislator Tyner referred to the city of Poughkeepsie losing the sales tax revenue.

Majority Leader Miccio called point of order.

Chairman Borchert ruled Legislator Tyner out of order.

Legislator Brendli asked for confirmation in writing that routes and schedules will be quarterly reviewed.

County Executive Marcus Molinaro stated upon his signature on the grant it was assured.

Roll call on the foregoing resolution resulted as follows:

AYES:	22	Borchert, Bolner, Strawinski, Black, Brendli, Coviello, Forman, Flesland, Horton, Incoronato, Jeter-Jackson, Landisi, Metzger, Miccio, Pulver, Rieser, Roman, Sagliano, Surman, Thomes, Truitt, Washburn
NAYS:	1	Tyner
ABSENT:	1	Amparo
VACANT:	1	Nesbitt

Public Works and Capital Projects Roll Call

<i>District</i>	<i>Name</i>	<i>Yes</i>	<i>No</i>
District 3 - Town of LaGrange	Borchert*		
District 17 - Town and Village of Fishkill	Miccio*		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner*		
District 20 - Town of Red Hook	Strawinski*		✓
District 14 - Town of Wappinger	Amparo*		✓
District 4 - Town of Hyde Park	Black	<i>absent</i>	
District 5 - Town of Poughkeepsie	Roman		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 15 - Town of Wappinger	Incoronato (VC)		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver (C)		

Present: <u> 11 </u>	Resolution: <u> ✓ </u>	Total: <u> 9 </u>
Absent: <u> 1 </u>	Motion: <u> </u>	Yes <u> </u>
Vacant: <u> 0 </u>		No <u> 2 </u>
		Abstentions: <u> </u>

2017125 AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE FOR THE EXPANSION OF BUS SERVICE TO THE CITY OF POUGHKEEPSIE BY THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT (ET5680)

Date: June 8, 2017

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert	1	
District 17 - Town and Village of Fishkill	Miccio	2	
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner	3	
District 20 - Town of Red Hook	Strawinski	4	
District 14 - Town of Wappinger	Amparo	absent	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano	5	
District 4 - Town of Hyde Park	Black	6	
District 5 - Town of Poughkeepsie	Roman	7	
District 6 - Town of Poughkeepsie	Flesland	8	
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt	9	
District 8 - City and Town of Poughkeepsie	Brendli	10	
District 9 - City of Poughkeepsie	Rieser	11	
District 10 - City of Poughkeepsie	Jeter-Jackson	12	
District 11 - Towns of Rhinebeck and Clinton	Tyner		1
District 12 - Town of East Fishkill	Metzger	13	
District 15 - Town of Wappinger	Incoronato	14	
District 16 - Town of Fishkill and City of Beacon	Forman	15	
District 18 - City of Beacon and Town of Fishkill	Landisi	16	
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver	17	
District 21 - Town of East Fishkill	Horton	18	
District 22 - Towns of Beekman and Union Vale	Coviello	19	
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes	20	
District 24 - Towns of Dover and Union Vale	Surman	21	
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn	22	

Present:	<u>23</u>	Resolution:	<input checked="" type="checkbox"/>	Total :	<u>22</u>	<u>1</u>
Absent:	<u>1</u>	Motion:	<input type="checkbox"/>	Yes		No
Vacant:	<u>1</u>			Abstentions:	<u>0</u>	

2017125 AUTHORIZING GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE FOR THE EXPANSION OF BUS SERVICE TO THE CITY OF POUGHKEEPSIE BY THE DEPARTMENT OF PUBLIC WORKS – PUBLIC TRANSIT (ET5680)

Date: June 12, 2017

Dutchess County Legislature



Commendation: Town of Red Hook Clean Energy Community

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, the Town of Red Hook has been designated a Clean Energy Community by the New York State Energy Research and Development Authority (NYSERDA), and

WHEREAS, the Town of Red Hook received the designation for completing 4 of 10 high-impact clean energy actions identified by NYSERDA as part of the Clean Energy Communities initiative, and

WHEREAS, the Town of Red Hook is the first municipality in Dutchess County and the fourth township in New York to be recognized with this designation, and

WHEREAS, to earn the Clean Energy Community designation, the Town of Red Hook completed the following high-impact clean energy actions:

- Solarize – undertake a local Solarize campaign to increase the number of solar installations,
- Energy Code Enforcement Training – train compliance officers in energy code best practices,
- Benchmarking – adopt a policy to report the energy use of municipal buildings, and
- Unified Solar Permit – streamline the approvals process for solar

now, therefore be it

RESOLVED, that the Dutchess County Legislature hereby commends and congratulates the Town of Red Hook for their leadership in reducing energy use, cutting costs, and driving clean energy locally.

Resolution No. 2017126

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



Commendation: Red Hook High School RoboRaiders

Legislator Strawinski offers the following and moves its adoption:

WHEREAS, the Red Hook Robotics Club "RoboRaiders" were selected to attend the FTC World Championship in St. Louis, Missouri, and

WHEREAS, the RoboRaiders is a student-run team which consists of 15 high school students who worked during the school year to design, build and program a robot for the "Velocity Vortex" competition, and

WHEREAS, while working on the robot, the team also performed more than 800 hours of community service to promote Science, Technology, Engineering and Math (STEM) education, and

WHEREAS, the team placed 30th out of 64 teams in their division and won a discretionary Judges' Award for outstanding community service, and

WHEREAS, the team is coached by Red Hook High School Science teachers Yvonne Pierce and Dwane Decker and IBM employees, Stephen Kocik and Susan Zichittella, as volunteer mentors, now, therefore, be it

RESOLVED, that the accomplishments of the 2016/2017 Red Hook RoboRaiders is hereby recognized, and be it further

RESOLVED, that the Dutchess County Legislature, on behalf of the all the people of Dutchess County, hereby commends and congratulates the Red Hook RoboRaiders:

Colin Pierce
Ben Kocik
Alexander Gonnella
Alexandra Piaget
Daniel Monarchi
Katelin Zichittella
Mia Barbuto

Jack Marcotte
Nick Urbin
Simon Dantzie
Jacqueline Kocik
Alexandra Snyder
Kevin McCrudden
Evan Maurer

and be it further

RESOLVED, that the Dutchess County Legislature does hereby extend to the Red Hook RoboRaiders, its best wishes in all its future endeavors.

STATE OF NEW YORK

ss: Resolution No. 2017127

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



Commendation: Dwayne Joyner

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature seeks to commend those individuals whose actions serve to save a life and enhance the quality of life in Dutchess County, and

WHEREAS, Dwayne Joyner has been recognized for coming to the aid of a Dutchess County resident, and

WHEREAS, on March 29, 2017, 21-year-old Dwayne Joyner came across an incapacitated individual, who as a student in the New Directions Youthbuild/Americorps Program had been trained only the day before on identifying potential drug overdoses and administering naloxone nasal spray, a medicine used to reverse the effects of opioids, and, finding this unresponsive individual in need, Dwayne ran across the street to Nubian Directions Technology Resource Center to get the spray as onlookers convened and a bystander dialed 911 and when Dwayne returned, he propped up the man's head on another person's lap and applied the shot, and the antidote took effect in about three minutes, and the man regained consciousness and was taken away for treatment, and

WHEREAS, Joyner's life-saving efforts have already served as a teaching moment on the importance of naloxone spray training for the staff of Youthbuild/Americorps program, an especially relevant one where heroin use continues to take lives, and

WHEREAS, Dwayne Joyner has earned the admiration and esteem of many Dutchess County residents, now, therefore, be it

RESOLVED, that the Dutchess County Legislature on behalf of all people of Dutchess County does hereby compliment, commend, and thank Dwayne Joyner for his observation, action, and genuine concern for mankind and for saving a life, and, be it further

RESOLVED, that the Dutchess County Legislature hereby honors Dwayne Joyner for his heroic deed and conduct.

Resolution NO. 2017128

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



Commendation: Eagle Scout Matthew Chu

Legislator Borchert offers the following and moves its adoption:

WHEREAS, Matthew Chu is a member of Boy Scout Troop 50 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor later this month, and

WHEREAS, Matthew Chu has demonstrated a commitment to the highest ideals of Scouting and to his community earning numerous Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Matthew Chu has held the positions of Senior Patrol Leader and a Leave-No-Trace Trainer, and

WHEREAS, Matthew's Eagle Scout Project was performed at the Lucky Orphans Horse Rescue, a non-profit animal rescue organization, where he planned, designed, and built a shelter for miniature ponies, with the assistance of volunteers from the troop for the construction portion of the project, and

WHEREAS, Matthew has also earned the 50-Miler Award, and

WHEREAS, Matthew is a senior at Arlington High School where he is in the top 1% of his class and is a Thomas J. Watson Memorial Scholar, an AP Scholar with Distinction, a National Merit Commended Scholar, the Section Editor of the Arlingtonian, a member of the National Honor Society, a member of the Mu Alpha Theta Mathematics Honor Society, and Societe Honoraire de Francais, and

WHEREAS, Matthew plans to attend the University of California at Berkeley to major in physics, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Matthew Chu, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Matthew Chu, its best wishes in all of his future endeavors.

Resolution No. 2017129

STATE OF NEW YORK
COUNTY OF DUTCHESS

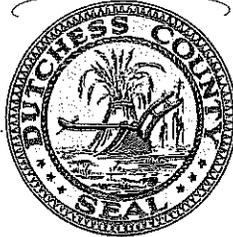
ss:

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



Commendation: Eagle Scout Ryan Halson

Legislator Borchert offers the following and moves its adoption:

WHEREAS, Ryan Halson is a member of Boy Scout Troop 50 and has obtained the rank of Eagle Scout, which he will receive at a Court of Honor later this month, and

WHEREAS, Ryan Halson has demonstrated a commitment to the highest ideals of Scouting and to his community earning numerous Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Ryan's Eagle Scout Project included the construction of a drainage system in the parking lot and the painting of a handicap parking space at his church, and

WHEREAS, Ryan is a member of the Order of the Arrow Brotherhood, and

WHEREAS, Ryan is a senior at Arlington High School where he is a member of the National Honor Society and the Tri M Music Honor Society, has participated as a member of the Arlington Marching Band State Champions, Section Leader, Hornline Sergeant, the Arlington High School Jazz Machine, the Brass Quintet, the Admiral Players, a Wind Ensemble Concerto Winner, and a member of the 7th Regiment Drum and Bugle Corps and was on the Wrestling Team,

WHEREAS, Ryan plans to attend SUNY Potsdam to major in Tuba Performance, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Ryan Halson, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Ryan Halson, its best wishes in all of his future endeavors.

Resolution No. 2017130

STATE OF NEW YORK

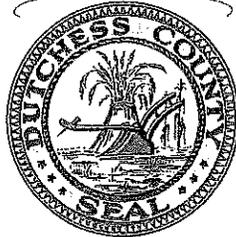
COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

CAROLAN MORRIS, CLERK OF THE LEGISLATURE

Dutchess County Legislature



Commendation: Eagle Scout Carson DeMan

Legislator Washburn offers the following and moves its adoption:

WHEREAS, Carson DeMan is a member of Boy Scout Troop 31 and has obtained the rank of Eagle Scout, and

WHEREAS, Carson DeMan has demonstrated a commitment to the highest ideals of Scouting and to his community earning 27 Merit Badges while obtaining the rank of Eagle Scout, and

WHEREAS, Eagle Scout Carson DeMan has held the positions of Librarian, Troop Guide, Assistant Patrol Leader, Instructor, and Senior Patrol Leader, and

WHEREAS, Carson's Eagle Scout Project was performed at Greenvale Park in Poughkeepsie, New York, where he planted new trees to replace the large trees along the perimeter of the park that were removed to rejuvenate the scenery, create future shade and rebuild the ecosystem, graded with top soil and seeded the area surrounding the park pavilion, installed new benches for visitors to sit, and removed and replaced the old "stop" timbers dividing the parking areas with a new post and rail fence, and

WHEREAS, Carson is a senior at Millbrook High School where he participates in Varsity Lacrosse, Soccer, and Winter Track, and is a member of the Model UN, Ski Club, Interact and the National Honor Society and he plans to attend college and study mechanical engineering, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby commend and congratulate, Eagle Scout Carson DeMan, and, be it further

RESOLVED, that the Dutchess County Legislature, does hereby extend to Eagle Scout Carson DeMan, its best wishes in all of his future endeavors.

Resolution No. 2017131

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

RESOLUTION NO. 2017132

**CENSURING OF DUTCHESS COUNTY LEGISLATOR JOEL TYNER
REPRESENTING DISTRICT 11**

Legislators Borchert, Miccio, Bolner, Pulver, Truitt and Washburn offer the following and move its adoption:

WHEREAS, the Dutchess County Legislature is the elected body representing the citizens of Dutchess County; and

WHEREAS, along with the responsibility of representing the citizens of Dutchess County there is an expectation that a legislator will conduct themselves in an honorable, dignified and professional manner; and

WHEREAS, during an open Democratic Caucus in the Dutchess County Office Building, where County employees and staff were present, along with members of the public, Legislator Joel Tyner made disparaging comments to a County Commissioner by invoking references to Nazi Germany; and

WHEREAS, such comments were later repeated to the press along with additional comments equating pending County action to fascism and that the comments were directed to the Commissioner with the intent to “rattle his cage” and “ring his bell”; and

WHEREAS, instead of apologizing for his inappropriate remarks Legislator Tyner has sought to defend his remarks when he repeated such remarks to the press and expanded the insulting and insensitive comments even beyond those as originally stated; and

WHEREAS, such inexplicable, indefensible and offensive comments are below the dignity of an elective official and demonstrates a lack of respect for County officials, employees and the public, a lack of judgment and professionalism, and a lack fitness for public office; and

WHEREAS, the comments made by Legislator Tyner have been universally condemned and have brought shame and embarrassment to the Dutchess County Legislature and the citizens of Dutchess County; now, therefore, be it

RESOLVED, that the Dutchess County Legislature does hereby censure Legislator Joel Tyner for his extremely inappropriate, offensive and indefensible comments made during an open Caucus and repeated to the press; and be it further

RESOLVED, that this matter be referred to the Dutchess County Human Rights Commission.

Roll Call Sheets

District	Last Name	Yes	No
District 3 - Town of LaGrange	Borchert		
District 17 - Town and Village of Fishkill	Miccio		
District 13 - Towns of LaGrange, East Fishkill, and Wappinger	Bolner		
District 20 - Town of Red Hook	Strawinski		
District 14 - Town of Wappinger	Amparo	<i>absent</i>	
District 1 - Town of Poughkeepsie	VACANT		
District 2 - Towns of Pleasant Valley and Poughkeepsie	Sagliano		
District 4 - Town of Hyde Park	Black		
District 5 - Town of Poughkeepsie	Roman		
District 6 - Town of Poughkeepsie	Flesland		
District 7 - Towns of Hyde Park and Poughkeepsie	Truitt		
District 8 - City and Town of Poughkeepsie	Brendli		
District 9 - City of Poughkeepsie	Rieser		
District 10 - City of Poughkeepsie	Jeter-Jackson		
District 11 - Towns of Rhinebeck and Clinton	Tyner	<i>denied</i>	
District 12 - Town of East Fishkill	Metzger		
District 15 - Town of Wappinger	Incoronato		
District 16 - Town of Fishkill and City of Beacon	Forman		
District 18 - City of Beacon and Town of Fishkill	Landisi		
District 19 - Towns of North East, Stanford, Pine Plains, Milan	Pulver		
District 21 - Town of East Fishkill	Horton		
District 22 - Towns of Beekman and Union Vale	Coviello		
District 23 - Towns of Pawling, Beekman and East Fishkill	Thomes		
District 24 - Towns of Dover and Union Vale	Surman		
District 25 - Towns of Amenia, Washington, Pleasant Valley	Washburn		

Present: 23 Resolution: Total :
 Absent: 1 Motion: ✓ Yes No
 Vacant: 1 Abstentions:

Legislator Miccio - "Unanimous Consent"

CENSURING OF DUTCHESS COUNTY LEGISLATOR JOEL TYNER REPRESENTING DISTRICT 11

Date: June 12, 2017

During Other County Business, Legislator Miccio offered for Unanimous Consent, Resolution No. 2017132 entitled, Censuring of Dutchess County Legislator Joel Tyner Representing District 11.

Unanimous consent was denied by Legislator Tyner.

Dutchess County Legislature



Condolence: Stanley Howard Mersand

The Dutchess County Legislature offers the following and moves its adoption:

WHEREAS, the Dutchess County Legislature has learned with sadness and regret of the recent death of Stanley "Stan" Howard Mersand, on May 26, 2017, at the age of 70, and

WHEREAS, Stan was born on September 22, 1946, to Julius and Hilda Mersand, and

WHEREAS, Stan proudly served our country in the United States Army as a forward observer and intelligence analyst in Vietnam before going on to a career for more than 30 years as a history teacher at Carmel High School before retiring and teaching at various area colleges, and

WHEREAS, Stan's public service included being an elected member of the Village of Pawling Board of Trustees, where he served as Deputy Mayor and served as the Dutchess County Historian from February 2006 through September 2008, and

WHEREAS, his passing will be mourned by his family, friends, and colleagues throughout Dutchess County, now, therefore, be it

RESOLVED, that the Dutchess County Legislature, on behalf of all the people of Dutchess County, does hereby extend its deep sympathy and sincere condolences to the family and friends of the late Stanley "Stan" Howard Mersand, and, be it further

RESOLVED, that the meeting of the Dutchess County Legislature be adjourned in memory of the late Stanley "Stan" Howard Mersand.
Resolution No. 2017133

STATE OF NEW YORK

ss:

COUNTY OF DUTCHESS

This is to certify that I, the undersigned Clerk of the Legislature of the County of Dutchess have compared the foregoing resolution with the original resolution now on file in the office of said clerk, and which was adopted by said Legislature on the 12th day of June 2017, and that the same is a true and correct transcript of said original resolution and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of said Legislature this 12th day of June 2017.

Carolyn Morris
CAROLYN MORRIS, CLERK OF THE LEGISLATURE

On motion by Assistant Majority Leader Bolner, duly seconded by Minority Leader Strawinski and carried, the Rules were suspended to allow the public to address the Legislature on agenda and non-agenda items.

Alec Pandleon, Town of Washington, spoke in opposition to anti-semitic remarks made by Legislator Tyner. He also offered Legislator Tyner letters of apology addressed to Commissioner of Public Works Robert Balkind, Chairman Dale Borchert, and County Executive Marcus Molinaro, attached hereto.

Carol Madrid, Poughkeepsie, spoke requesting the county to purchase vacant buildings and refurbishing them to house homeless.

Dina McGee, Poughkeepsie, spoke regarding poor conditions of homeless shelters.

Layla Cohen Tyner spoke in defense of Legislator Tyner's comments made to Robert Balkind, Commissioner of Public Works.

Rob Weiss, East Fishkill, spoke in opposition to Legislator Tyner's anti-semitic remarks.

Dave Heller, Rhinebeck, spoke in defense of Legislator Tyner's comments.

Linda Haas Manley, Poughkeepsie, spoke in support of campaign finance.

Amelia Parks, Town of Poughkeepsie, spoke in support of campaign finance and pay equity legislation.

Constantine Kazolias, City of Poughkeepsie, spoke regarding comments made by Legislator Tyner.

Kris Petris, Fishkill, spoke in support of campaign finance.

No one else wishing to speak, on motion by Legislator Pulver, duly seconded by Assistant Majority Leader Bolner and carried, the Regular Order of Business was resumed.

Adjourned in memory of Stanley Howard Mersand at 9:30 pm.

324 Browns Pond Road
Staatsburg, N.Y.
12580

June 12, 2017

Hon. Robert Balkind, Commissioner
Dutchess County Department of Public Works
626 Dutchess Turnpike
Poughkeepsie, N.Y. 12603

Re: Apology

Dear Commissioner Balkind:

Please accept my humble and contrite apology for the obscene, unethical and hurtful anti-semitic remarks I made about you in which I characterized your professional conduct as being in lockstep with the ideology of Nazi Germany. I am ashamed and full of remorse for the words I have spoken. Thank you.

Very truly yours,

Joel Tyner
Legislator, District 11
Dutchess County Legislature

ORIGINAL

324 Browns Pond Road
Staatsburg, N.Y.
12580

June 12, 2017

Hon. Dale L. Borchert, Chairman
Dutchess County Legislature
22 Market Street
Poughkeepsie, N.Y. 12601

Re: Resignation

Dear Chairman Borchert:

Effective upon my hand-delivery of this letter to you this day I do hereby resign my position as a legislator for District 11 of the Dutchess County Legislature. Please terminate my pay and benefits at that time as well. Thank you.

Very truly yours,

Joel Tyner
Legislator, District 11
Dutchess County Legislature

ORIGINAL

324 Browns Pond Road
Staatsburg, N.Y.
12580

June 12, 2017

Hon. Marcus Molinaro, County Executive
County of Dutchess
22 Market Street
Poughkeepsie, N.Y. 12603

Re: Apology

Dear County Executive Molinaro:

Please extend to the citizens of Dutchess County my humble and contrite apology for the obscene, unethical and hurtful anti-semitic remarks I made about DPW Commissioner Robert Balkind in which I characterized his professional conduct as being in lockstep with the ideology of Nazi Germany. I am ashamed and full of remorse for the words I have spoken. Please find attached a copy of my Letter of Resignation from the Dutchess County Legislature. Thank you.

Very truly yours,

Joel Tyner
Legislator, District 11
Dutchess County Legislature

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324 Browns Pond Road
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COPY

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Dutchess County Legislature

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Dutchess County Legislature

COPY